



**State of Delaware  
Department of Human Resources  
Statewide Benefits Office**

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**STATE EMPLOYEE BENEFITS COMMITTEE**

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**Request for Proposal  
for the State of Delaware's  
Flexible Spending Account/Pre-Tax Commuter Programs  
and COBRA Administration**

***Release Date: January 28, 2019***

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***Intent to Bid Deadline –  
Friday, February 8, 2019, 1:00 p.m. ET (Local Time)***

***Mandatory Pre-Bid Meeting (Conference Call) –  
Tuesday, February 12, 2019, 11:00 a.m. ET (Local Time)***

***Proposals Due –  
Friday, March 1, 2019 by 1:00 p.m. ET (Local Time)***

**DHR18003–FSA\_COBRA**

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# I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals from vendors for its Flexible Spending Account (hereafter “FSA”) and Pre-Tax Commuter (hereafter “PTC”) programs and Consolidated Omnibus Budget Reconciliation Act of 1985 (hereafter “COBRA”) administration.

**\*\*IMPORTANT\*\* Bids will be accepted from a vendor that can administer either (1) all three programs, or (2) COBRA only. Interested bidders must indicate which programs they intend to bid on with their Intent to Bid response. In the event that any vendor submits an Intent to Bid response for (2) COBRA administration only, an addendum to this RFP will be issued with additional instructions for submitting those bids.**

**If a vendor uses a subcontractor for a program or service, the subcontractor is subject to all the terms in the RFP and, if applicable to their service, must complete the Technical Standard and Security Requirements section and corresponding appendices.**

For complete information about the State of Delaware’s benefit programs and COBRA administration, please go to <https://de.gov/statewidebenefits>.

Public notice has been provided in accordance with 29 Del. C. § 6981. This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**Important Dates** (A full timeline is included in Section I.D.)

<b>Contract Effective Date</b>	<b>January 1, 2020</b>
<b>Bid Release Date</b>	<b>Monday, January 28, 2019</b>
<b>Intent to Bid Due<sup>1</sup></b>	<b>Friday, February 8, 2019 by 1:00 p.m. ET (Local Time)</b>
<b>Mandatory Pre-Bid Meeting (Conference Call)<sup>2</sup></b>	<b>Tuesday, February 12, 2019 at 11:00 a.m. ET (Local Time)</b>
<b>Questions Due from Vendors</b>	<b>Friday, February 15, 2019 by 1:00 p.m. ET (Local Time)</b>
<b>Proposal Submissions Due</b>	<b>Friday, March 1, 2019 by 1:00 p.m. ET (Local Time)</b>

<sup>1</sup> IMPORTANT: Your bid will not be accepted if the State of Delaware does not receive an email confirmation of an Intent to Bid. See Section II.B.1 for details.

<sup>2</sup> IMPORTANT: Your bid will not be accepted if your organization does not participate in the Mandatory Pre-Bid Meeting (Conference Call). See Section II.B.4 for details.

## **A. Background and Overview**

### **1.0 Organization Description**

The SEBC is co-chaired by the Director of the Office of Management and Budget (OMB) and the Secretary of the Department of Human Resources (DHR). The Committee is comprised of the Director of OMB, the Secretary of the DHR, the Insurance Commissioner, the Chief Justice of the Supreme Court, the State Treasurer, the Controller General, the Secretary of the Department of Health and Social Services, the Lieutenant Governor, and the Executive Director of the Delaware State Education Association or their designees. The Statewide Benefits Office (SBO) is a division within the DHR. The SBO functions as the administrative arm of the SEBC responsible for the administration of all statewide benefit programs with the exception of pension and deferred compensation benefits. These programs include, but are not limited to, health, prescription drug, dental, vision, disability, life, flexible spending accounts, wellness and disease management programs, pre-tax commuter benefits, and supplemental benefits. Visit <https://de.gov/statewidebenefits> for information about the programs.

Benefits eligible plan participants include the State's active employees, which include school district, charter school, university, and community college employees, and their dependents; non-Medicare and Medicare retired employees and their dependents; non-payroll group employees and their dependents; and COBRA participants. By statute, employee unions cannot negotiate for benefits. Plan participants are primarily located within the State of Delaware, although a small number of participants reside in other states and countries. There are multiple employer units<sup>3</sup> located in three counties throughout the State, with each exercising a high degree of independence.

### **2.0 Background Information**

The State currently contracts with ASIFlex to administer its FSA and PTC programs and with WageWorks for COBRA administration services; both contracts expire on December 31, 2019. Ideally, the State would like to consolidate all three services under one vendor going forward, but would be willing to consider continuing to contract for COBRA services separately.

The State's benefit plan year begins on July 1 for most benefits (including medical coverage) and is aligned with the State's fiscal year; the FSA and PTC programs are the exception to this, which run on a plan year that begins on January 1. One of the State's longer term goals is to align the FSA plan year with its July 1 fiscal year, as this would allow Group Health Insurance Plan (GHIP) participants to more easily budget for health and dependent care expenses that can be reimbursed through health and dependent care FSAs during the plan year. Therefore, effective July 1, 2020 (i.e., beginning of the State's

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<sup>3</sup> For the purpose of COBRA administration, "employer units" refer to each group – such as an agency, charter schools, and non-State entities – that currently need a secure remote access to the vendor's website for administrative entries of qualifying events. Therefore, the State of Delaware's account is essentially one employer with 165 separate business units.

Fiscal Year 2021 or “FY21”), the SEBC intends to change the plan year of the FSA and PTC programs to align with the State’s fiscal year; this will require the FSA/PTC administrator to administer a “short” six (6) month plan year for the period beginning January 1, 2020 and ending June 30, 2020 prior to this change. Vendors interested in bidding on this program must be able to accommodate the administrative challenges of a short plan year and also a start date in the middle of the calendar year. See timetable below:

<b>Activity – FSA / PTC programs</b>	<b>Timing</b>
Notification of contract award	June 2019
Implementation	June – October 2019
Open Enrollment for short plan year (1/1/20-6/30/20)	November 2019
Short plan year effective date, <i>and</i> winning vendor’s contract effective date	January 1, 2020
Open Enrollment for FY21 plan year (7/1/20-6/30/21)	May 2020
FY21 plan year effective date	July 1, 2020
Winning vendor’s contract termination date	June 30, 2023 (with option to renew for 2 additional terms of 1 year each)

The State is interested in evaluating opportunities to address certain administrative challenges that exist within the current FSA, PTC and COBRA benefit programs. These challenges are outlined within the program-specific background sections below. Interested bidders are encouraged to be creative and thoughtful about potential solutions to these administrative challenges.

Finally, the State is interested in understanding bidders’ capabilities to administer health savings accounts (HSAs) in coordination with a medical third party administrator. While the State does not offer an IRS-qualified high deductible health plan today, it is contemplating offering this type of medical plan option at a point in time on or after July 1, 2020. The State does not intend to award a contract for HSA administration to a third party provider in the context of this RFP process; however, the winning vendor(s) that responded to the sections of this RFP on HSA administration may be considered in the future.

**A. Flexible Spending Account (FSA) & Pre-Tax Commuter (PTC) Administration**

Currently the State of Delaware offers health care and dependent care FSA and PTC benefits to approximately 36,000 full-time and part-time eligible employees under a voluntary IRC Section 125 plan. Participants that are not eligible for FSA or PTC benefits include non-Medicare and Medicare retired employees and their dependents. Non-payroll employees and their dependents are also not eligible for the FSA or PTC programs. Non-payroll employees, also referred to as “participating group” employees, are employer units located in the three counties throughout the State, with each exercising a high degree of independence (i.e. Cities, Towns, and Fire Companies).

You may view all information specific to FSA and PTC benefits governed by the SEBC at the following website:

<https://de.gov/statewidebenefits>

All costs for administration of this program shall be funded from FSA forfeiture amounts, which the State will use to subsidize administration fees.

The current Open Enrollment process is web-based. The FSA vendor captures the enrollment information and sends an electronic file to the State to upload into the State's payroll system. The State will create an electronic file with all necessary information for the vendor containing employees' Open Enrollment elections, which will be available to the FSA vendor at a date to be determined following the Open Enrollment process. As a requirement, the vendor must use the current file specifications and will only receive the employee identification number and the last four (4) digits of Social Security Numbers as identifiable information. (See Appendix O for the mandatory file layouts.)

Currently, the SBO receives all new enrollments and election changes and the forms are entered into the payroll system by the SBO. Terminations are processed automatically based on system rules. The State's payroll file is updated regularly (i.e., bi-weekly) on a pay cycle basis (26 pay periods) and available via the State's FTP server noting payroll deductions and any new enrollments, changes and terminations.

In light of the potential future offering of an IRS-qualified high deductible health plan ("HDHP"), bidders will also be asked to quote on administration of a limited purpose health care FSA.

Administrative challenges and opportunities for enhancement that exist within the current FSA program include:

- **New hire enrollment process** – When a new hire enrolls in the FSA outside of the annual Open Enrollment process, it is a manual process that requires the new hire to complete a paper enrollment form that the SBO enters manually into the incumbent FSA vendor's online administration system as well as into the State's benefits administration system (Oracle-based PeopleSoft system). In contrast, during Open Enrollment, employees make or change their FSA elections online via the FSA vendor's electronic enrollment system. The State is interested in understanding vendor capabilities to automate the new hire enrollment process.
- **Single sign-on from the State's benefits enrollment platform** – Some of the State's current vendor partners can accept participants' enrollment elections via a single sign-on electronic link between the State's online enrollment platform and the vendor partners' enrollment systems. This is not currently set up with the State's FSA administrator's online enrollment portal, but it is a capability that the State would like to implement for FY2021, effective 7/1/2020.

## **FSA Administration**

### **Plan Information:**

- **Number of enrollees for January 1, 2019** (data as of December 6, 2018) –

Health Care FSA only: 5,240

Dependent Care FSA only: 252

Both: 621

**Total Count: 6,113**

- **Enrollment** – A new employee can enroll in the plan the first of the month following ninety (90) days of employment. Terminations and allowable election changes will be processed as they occur and noted on the bi-weekly file.
- **Different Employee Pay Periods** – Most employees are paid twenty six (26) times per year. There are a certain number of teachers that are paid twenty two (22) times a year or situations where employees are on unpaid leave. The plan stipulates that, upon return to paid status, the deductions will be increased to account for the unpaid time period in equal installments, until the end of the plan year. This will impact the design of any “salary reduction” agreement – particularly, FSAs and the proper administration of appropriate payroll deductions.
- **Grace Period** – The State currently offers a grace period, in which participants may incur expenses from January 1 through March 15 and be reimbursed from the previous year's FSA. At this time, the State has opted to continue offering the grace period for its participants in lieu of implementing changes to the existing “use-or-lose” rule defined under IRS Notice 2013-71.
- **Overpayments** – Any overpayments to the participants as a result of processing errors will be at the expense of, and the responsibility of, the winning bidder.
- **Annual Employee Contributions** – These follow the federal guidelines and are as follows for the plan year beginning on January 1, 2019:
  - a. Dependent Care: maximum of \$5,000 joint / \$2,500 for married filing separately (\$50 minimum)
  - b. Health Care: maximum of \$2,700 per year (\$50 minimum)

## **PTC Administration**

### **Plan Information:**

- **Number of enrollees for January 1, 2019** (data as of December 6, 2018) –
  - Direct-Pay Parking by Vendor: 324
  - Fleet Link/Vanpool: 193 (payroll deduction)
  - Parking: 33 (reimbursement)
  - DART: 12 (DE transit, reimbursement)
  - SEPTA: 5 (PA transit, reimbursement)
  - Total Count: 566**

*Please note there is limited public transportation in the State of Delaware, so the level of participation will be lower than a similar sized group in a more metropolitan setting.*

The State's PTC allows employees (including part-time and contracted employees) to set aside pre-tax money to help pay for out-of-pocket parking, van pooling or mass transit expenses incurred as they travel to work. Employees authorize the State to deduct a pre-tax amount for parking or vanpool/mass transit from each paycheck up to IRS limits. Any elected amount over the IRS limit should be taken as a separate post-tax deduction. Eligible employees can enroll, change, or cancel their enrollment anytime in this program through the administrator's enrollment website.

Currently 193 employees utilize the State's vanpool program, called Fleet Link. This program rents vans to State employees for a group of four (4) or more at a monthly cost of \$658.88 for a minivan and \$723.21 for a 15-Passenger van. This monthly cost is the same, regardless of the number of passengers. Fleet Link allows each vanpool to determine how the monthly cost is to be divided among the passengers. Some vanpools divide the cost equally, while others exclude the driver then divide the cost equally. (The latter option is sometimes used when only the driver incurs a parking cost.)

Enrollment in the PTC program is mandatory if a participant is a Fleet Link rider. If a participant rides in a Fleet Link vanpool, the deduction information is collected and sent via an Excel spreadsheet from Fleet Link to the Plan Administrator on a biweekly basis. It is then the Plan Administrator's responsibility to upload that information in a timely manner and take the proper deductions. The Plan Administrator will then reimburse the State's Fleet Link Division each month based on deductions taken.

Employees may also utilize (at their cost for reimbursement) the State's Delaware Transit Corporation statewide bus service, known as DART, and the Philadelphia area public transportation system, known as SEPTA.

The vendor will be expected to arrange payment directly to parking garages in the City of Wilmington and offer vouchers to participants. Employees may request a reimbursement of unspent funds in a voucher. In addition, there are approximately 2,841 State employees that work in the downtown Wilmington area that may utilize parking services.

## B. COBRA Administration

The services outlined in this RFP apply to all health plans offered by the State, including medical, dental, FSA and vision. In 2017, there were approximately 1,500 qualifying events. There are approximately 165 employer units (e.g., State agencies, school districts and non-payroll groups) with a total of approximately 300 local benefit representatives involved in the day-to-day administration of this benefit who, under the current processes, will need secure, role-based remote access to the selected vendor's COBRA administration system. The SBO is responsible for authorizing each benefit representative's access. It is a minimum qualification that the vendor have experience with a client that is organized similarly with separate employer units that require role-based access. All requests for Qualifying Event packages and New Hire Notifications are requested via the vendor's website.

For any vendor that is bidding on all three programs (FSA, PTC and COBRA), the State would like to explore each vendor's capabilities to leverage eligibility data provided for the FSA plan to support the administration of the COBRA continuation program; this would be applicable to State of Delaware employees and their dependents only. Employees and dependents of non-payroll groups would still be administered manually according to the current process, which is described further below. The vendor awarded the COBRA administration contract must have the ability to administer eligibility (automatically or manually) of non-payroll group employees. An initial file feed of all eligible members will not be provided. Ongoing eligibility feeds are also not provided. All COBRA enrollment reports are to be sent to the SBO for forwarding to the GHIP medical, dental and vision vendors; this also would include the FSA vendor, if different from the COBRA administrator.

Administrative challenges and opportunities for enhancement that exist within the current COBRA administrative process include:

- **Manual enrollment reports** – As described above, an inbound eligibility file to the COBRA vendor is not currently provided, and most COBRA enrollment data is distributed manually by the SBO to its health care benefit third party administrators. The State is interested in understanding vendor suggestions for how this entire process could be automated (inbound eligibility file feeds from the State and outbound enrollment file from the COBRA vendor to the State's health care vendors), as well as what are the minimum data requirements and the potential costs to do so. As a related consideration, if the State were to automate this process, it would like to understand whether its benefit representatives would play a role in managing the process going forward, and if so, what that role would entail.
- **Access for benefit representatives to the COBRA administration system** – Currently, the process for the State to obtain information on which benefit representatives have access to the COBRA vendor's online administration system requires a series of ad hoc reports that must be run manually by the vendor; the State does not have on-demand access to view and edit benefit representatives' access parameters and security levels. The State is interested in understanding

vendor capabilities to provide automated reporting with details on benefit representatives' access, as well as what details automated reporting would include, plus whether that reporting can be provided via a "self-service" reporting environment driven by the SBO. Along with this, the State is interested in understanding how the COBRA vendor could support the SBO in training State and non-payroll group benefit representatives on protocols for maintaining security and controlled access to COBRA participant data.

- **Handling of Social Security Numbers for Dependents** – Currently, Social Security Numbers for dependents (i.e., not primary subscribers) are unmasked on the COBRA vendor's reporting to the SBO, and the incumbent COBRA vendor does not have a way to mask dependent SSN while the primary subscriber SSN remains visible. (Aetna and Highmark only require SSN for the primary subscriber.) This creates additional administrative effort on the part of the SBO to manually scrub the enrollment data of dependent SSNs prior to transmitting it to the dental and vision insurance vendors. The State is interested in understanding vendors' capabilities to include masked Social Security Numbers for dependents while retaining full visibility of the SSN for primary subscribers.
- **Manual Billing Process for Diamond State Port Authority Group** – The Diamond State Port Authority group consists of 9 retirees and 2 spouses, and all but two of them are enrolled in the State's Medicfill plan, which is a Medicare Supplement plan. The remaining two plan participants are enrolled in the State's non-Medicare retiree medical plans. Currently, the group is under a direct pay arrangement and monthly fees are billed and collected by the COBRA vendor manually.

For additional information on COBRA transaction volumes for calendar year 2017 and year-to-date 2018, see Appendix L.

### **C. Health Savings Account Administration**

In an effort to continue attracting and retaining high quality talent and to position the State as an "employer of choice", the State may offer an IRS-qualified high deductible health plan with an HSA ("HSA plan") in the future. The SEBC has determined that any such plan offering would be provided as an option alongside the other existing medical plan options in place today. The SEBC voted on August 20, 2018 to approve the motion to move forward with the adoption of an HSA plan with a tentative effective date of July 1, 2020 and with other decision points such as HSA plan design to be determined in the future. It should be noted that the SEBC retains discretion over the final effective date of an HSA plan offering (i.e., may be later than July 1, 2020). The State does not intend to award a contract for HSA administration to a third party provider in the context of this RFP process; however, the winning vendor(s) that responded to the sections of this RFP on HSA administration may be considered in the future.

## **B. Proposal Objectives**

The SEBC desires to contract with an organization specializing in providing FSA and PTC benefit programs along with COBRA administration services for large municipalities and State governments or with similar experience in depth and scope of services in the private sector. The organization must have prior experience directly related to the services requested in this RFP and must be able to clearly demonstrate their ability to:

- offer state of the art administrative services for FSA, PTC and COBRA;
- provide excellent customer service to participants;
- provide excellent account management services to the State, including timely reporting;
- provide competitive financial terms;
- provide performance guarantees; and
- be responsive to changes in the programs and requests of the SEBC and the SBO.

## **C. Scope of Services<sup>4</sup>**

### **Flexible Spending Accounts – Health Care and Dependent Care**

1. Administer the FSA program according to the Internal Revenue Service (IRS) regulations.
2. Provide notification of changes in regulations affecting the plans and provide advice to the State on ways to enhance employees' understanding and participation in the plans.
3. Provide confirmation statements after the Open Enrollment period to each enrolled participant.
4. Produce all communication materials for Open Enrollment and ongoing administration of the plan.
5. Support a web-based enrollment process during Open Enrollment and for new hires throughout the year (with the State providing an eligibility file at OE).
6. Support ongoing administration of the program in accordance with State requirements for member reimbursement, billing and reporting as outlined in Appendix N.

### **Pre-Tax Commuter Benefit Program**

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<sup>4</sup> This is a general list of services. Details are set forth in the Minimum Qualifications and Questionnaire sections.

1. Operate a pre-tax commuter benefit program in compliance with Federal tax laws, including any reporting requirements, and applicable State laws and regulations.
2. Manage claim processing/reimbursement and voucher delivery.
3. Produce flyers, posters, etc., similar to the description in the FSA section above.
4. Maintain on the State's behalf, including enrollment, premium and claim reconciliation.
5. Agree to accept the State's existing electronic file formats (see Appendix O).
6. Provide monthly reports of utilization (see Appendix N).

**COBRA**

1. Administer COBRA according to all regulatory requirements.
2. Provide applicable Notices, by first class mail.
3. Collect premiums and forward to the State.
4. Deliver enrollment updates to the State.
5. Provide ongoing reporting according to the State's requirements as outlined in Appendix M.
6. If selected as the new vendor, accept electronic transfer of information from the State's incumbent vendor, as part of the transition process, including information for participants in waiting status.
7. Provide a flexible administration system and operational procedures that can accommodate the State's coverage rules (e.g., end of month termination date vs. day after QE date for divorce cases, etc.) per the State's Eligibility and Enrollment Rules, available on the SBO website: <https://de.gov/statewidebenefits>.
8. Agree to administer Direct Pay services for the recently divested Diamond State Port Authority group (as mentioned on page 11) as part of the broader COBRA services that would be provided to the State.

**D. Timetable/Deadlines**

The following timetable is expected to apply during this RFP process:

Event	Target (Local ET Time)
RFP Released	Monday, January 28, 2019

<b>Event</b>	<b>Target (Local ET Time)</b>
Intent to Bid Deadline <sup>5</sup>	Friday, February 8, 2019, 1:00 p.m.
Mandatory Pre-Bid Meeting (Conference Call) <sup>6</sup>	Tuesday, February 12, 2019, 11:00 a.m.
Questions due to SBO from Confirmed Bidders	Friday, February 15, 2019, 1:00 p.m.
Responses to Questions to Confirmed Vendors	By Friday, February 22, 2019
Deadline for Bids	Friday, March 1, 2019, 1:00 p.m.
Notification of Finalists - Invitation to Interview	Early April, 2019
Finalist Interviews <sup>7</sup>	Late April, 2019
Contract Award	June, 2019
Contract Effective Date	January 1, 2020

## **E. Evaluation Process**

### **1.0 Proposal Review Committee**

The Proposal Review Committee (PRC) will review all proposals submitted that meet the requirements of the RFP. The PRC shall be comprised of representatives from each of the following offices:

- Department of Human Resources
- Office of Management and Budget
- Controller General’s Office
- Department of Health and Social Services
- State Insurance Commissioner’s Office

<sup>5</sup> IMPORTANT: Your bid will not be accepted if the State of Delaware does not receive an email confirmation of an Intent to Bid. See Section II.B.1 for details.

<sup>6</sup> IMPORTANT: Your bid will not be accepted if your organization does not participate in the Mandatory Pre-Bid Meeting. See Section II.B.4 for details. The Mandatory Pre-Bid Meeting will be a conference call to discuss bid submission requirements, a claim of confidential and proprietary information, along with formatting requirements for the hard copies and electronic copies. Additionally, we will review the technology requirements. All other topics will be addressed in the written Question and Answer process.

<sup>7</sup> The SEBC will require each of the finalists to make a presentation in Dover, Delaware, at the expense of the proposing firm. In addition to communicating your organization’s capabilities to fulfill the requirements in the RFP, the presentation will require a demonstration regarding customer service tools, resources available to human resource personnel, and super user account management personnel.

- State Treasurer's Office
- Chief Justice of the Supreme Court
- Lieutenant Governor's Office
- Executive Director of the Delaware State Education Association

The SBO shall determine the firms that meet requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. § 6981 and 6982. The PRC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information the PRC may deem necessary to make a decision. The PRC shall interview at least one (1) of the qualified firms.

**The minimum requirements are mandatory. Failure to meet any of the minimum requirements outlined in the RFP may result in disqualification of the proposal submitted by your organization.**

**The SEBC will not respond to a question in the question and answer process that asks whether or not a bid would be disqualified if the vendor does not meet a specific minimum requirement. The bid must be submitted and then analyzed in its entirety.**

**The proposing firm's ability to meet the Technical Standards and Data Requirements in Section V are also considered a minimum requirement.**

The PRC shall make a recommendation regarding the award of contract to the SEBC who shall have final authority, in accordance with the provisions of this RFP and 29 Del.C. §6982, to award a contract to the winning firm or firms as determined by the SEBC in its sole discretion to be in the best interests of the State of Delaware. The SEBC may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The SEBC reserves the right to reject any and all proposals. Pursuant to 29 Del. C. § 6986, the SEBC may award a contract to two or more vendors if the SEBC determines that it is in the best interest of the State. However, it is the intention of the SEBC to award one contract for all three programs.

## **2.0 Evaluation Criteria**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the PRC to evaluate proposals:

Topic	Points Awarded	Description
<b>Financial Terms</b>	20 points	<ul style="list-style-type: none"> <li>▪ Competitive administrative fees.</li> <li>▪ Offer more favorable financial guarantees for vendor's performance in administering the program(s).</li> <li>▪ Offer an allowance/credit for implementation-related activities such as communications, audits and offset any third party vendor fees associated with implementing single sign-on and enrollment automation.</li> <li>▪ Waived annual fee for FSA debit card.</li> </ul>
<b>FSA &amp; PTC Administration</b>	15 points	<ul style="list-style-type: none"> <li>▪ Can administer a six-month FSA program.</li> <li>▪ Ability to automate new hire enrollment process.</li> <li>▪ Ability to administer single sign on from the State's enrollment portal for employees to enroll in FSA directly in vendor's system.</li> </ul>
<b>COBRA Administration</b>	15 points	<ul style="list-style-type: none"> <li>▪ Ability to automate COBRA enrollment process with limited additional cost to and involvement from the State's HR benefit representatives.</li> <li>▪ Ability to provide automated, "self-service" reporting with details on benefit representatives' access if an automated system is not available.</li> <li>▪ Ability to support the SBO in training State and non-payroll group benefit representatives on protocols for maintaining security and controlled access to COBRA participant data.</li> <li>▪ Ability to provide COBRA enrollment reports with primary SSNs for Highmark and Aetna only and no SSNs for the dental and vision insurance programs.</li> <li>▪ Ability to leverage FSA enrollment file to support COBRA administration for State employees and their dependents (excludes non-payroll groups).</li> </ul>
<b>Experience and Qualifications</b>	15 points	<ul style="list-style-type: none"> <li>▪ Extensive experience administering the requested scope of services.</li> <li>▪ Demonstrated ability to use the same operational and administrative process (e.g., eligibility file processing, claims adjudication) that are currently in place with the State today and therefore require minimal customization.</li> <li>▪ Has outstanding references that demonstrate an ability to meet the State's needs.</li> </ul>
<b>Account Management</b>	10 points	Experienced designated resources (e.g., account manager, implementation manager, customer support staff) to the State's account for implementation, contract development and ongoing account management.

<b>Topic</b>	<b>Points Awarded</b>	<b>Description</b>
<b>Tools and Technology</b>	10 points	Vendor offers online tools and resources (for each benefit program(s), as applicable) that: <ol style="list-style-type: none"> <li>1) will provide plan participants with prompt access to plan documents and compliance-related materials,</li> <li>2) will allow plan participants to conduct self-service banking and other individual account management activities, and</li> <li>3) provide robust account management tools for the SBO and benefit representatives.</li> </ol>
<b>Implementation and Communication</b>	10 points	<ul style="list-style-type: none"> <li>▪ Demonstrated ability to implement benefit program(s) for a seamless transition and short plan year.</li> <li>▪ Willingness and proven ability by the team(s) to develop and launch a comprehensive communication plan to eligible employees before and during Open Enrollment.</li> </ul>
<b>Responsiveness</b>	5 points	Compliance with the submission requirements of the bid including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process.
<b>Total Points</b>	<b>100 points</b>	

The SEBC will use the information contained in each bidder's proposal to determine whether that bidder will be selected as a finalist and for contract negotiations. The proposal the SEBC selects will be a working document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal.

It is the proposing firm's sole responsibility to submit information relative to the evaluation of its proposal and the SEBC is under no obligation to solicit such information if it is not included with the proposing firm's proposal. Failure of the proposing firm to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposing firm's proposal.

The proposals shall contain the essential information for which the award will be made. The information required to be submitted in response to this RFP has been determined by the SEBC and the PRC to be essential in the evaluation and award process. Therefore, all instructions contained in this RFP must be met in order to qualify as a responsive contractor and to participate in the PRC's consideration for award. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the PRC.

### 3.0 RFP Award Notification

The contract shall be awarded to the vendor whose proposal is determined by the SEBC to be most advantageous, taking into consideration the evaluation criteria set forth in the RFP. The SEBC is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score. Rather the contract will be awarded to the vendor whose proposal is determined by the SEBC to be the most advantageous. The award is subject to the appropriate State of Delaware approvals including the Technical Standards and Security Requirements by the Department of Technology and Information (DTI). After a final selection is made, the winning vendor will be invited to negotiate a contract with the State; remaining vendors will be notified in writing of their selection status.

### 4.0 Award of Contract

The final award of a contract is subject to approval by the SEBC. The SEBC has the sole right to select the winning vendor for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP. Notice in writing to a vendor of the acceptance of its proposal by the SEBC and the subsequent full execution of a written contract will constitute a contract and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

## **F. Confidentiality of Documents**

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. The content of all proposals are subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor’s confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor’s confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” and include the specific RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor’s allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**Please see Section II.C., *Submission of Proposal*, for a detailed description of the number, format, and type of copies that are required.**

## II. Terms and Conditions

### A. Proposal Response Requirements

1. **Conformity** – Your proposal must conform to the requirements set forth in this RFP. The SEBC reserves the right to deny any and all exceptions taken to the RFP requirements. By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.
2. **Concise and Direct** – Please provide complete answers and explain all issues in a concise, direct manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. Please do not refer to another answer if the question appears duplicative, but respond in full to each question. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. **“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.** All information requested is considered important. If you have additional information you would like to provide, include it as an exhibit to your proposal. If your organization is an incumbent, please reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
3. **Realistic** – It is the expectation of the SEBC that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within their proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable. The State of Delaware shall bear no responsibility or increased obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
4. **Completeness of Proposal** – The proposal must be complete and comply with all aspects of the specifications. Any missing information could disqualify your proposal. Proposals must contain sufficient information to be evaluated and, therefore, must be complete and responsive. Unless noted to the contrary, we will assume that your proposal conforms to our specifications in every way. The SEBC reserves full discretion to determine the competence and responsibility, professionally, and/or financially, of vendors. Failure to respond to any request for information may result in rejection of the proposal at the sole discretion of the SEBC.

## **B. General Terms and Conditions**

1. **Intent to Bid –** **!!!IMPORTANT!!!**
  - a. **You must indicate your Intent to Bid via email to Ms. Laurene Eheman at [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us) by Friday, February 8, 2019, no later than 1:00 p.m. ET (local time).** Your Intent to Bid must include written confirmation of which programs you will be bidding on, i.e., (1) all three programs or (2) COBRA only.
  - b. **Your bid will not be accepted if the State of Delaware does not receive an email or written confirmation of an Intent to Bid.** Include the following information: company name and physical address for UPS delivery, and the name, title, and email address of the primary contact along with the same information for a secondary contact.
  - c. **Upon receipt, a Word version of this document will be provided.**
2. **No Bid** - To assist us in obtaining competitive bids and analyzing our procurement processes, if you choose not to bid we ask that you let us know the reason. We would appreciate your candor. For example: objections to (specific) terms, do not feel you can be competitive, or cannot provide all the services in the Scope of Services. Please email Ms. Laurene Eheman at [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us).
3. **Definitions –**
  - a. The following terms are used interchangeably throughout this RFP:
    - i. bidder, vendor, contractor, organization, service provider
    - ii. member, participant
    - iii. SEBC, State of Delaware
    - iv. proposal, bid, vendor’s submission
    - v. non-payroll group, participating group
    - vi. shall, will, and/or must
  - b. **Customer Service –** Services to the members/participants, not the State, SEBC or SBO personnel.
  - c. **Account Management –** Services provided to your client - the State, SEBC and SBO personnel.
  - d. **Appendix –** Form provided in the RFP that needs to be completed by the bidder.

- e. Attachment – Informational document provided in the RFP.
  - f. Exhibit – Attachment requested to the vendor’s bid response. Examples would be the bidder’s business license, a resume, or sample mailings.
4. **Mandatory Pre-Bid Meeting – A conference call will take place on Tuesday, February 12, 2019, at 11:00 a.m. ET (local time).** The purpose is to discuss the bid submission requirements, requirements for a claim of confidential and proprietary information, along with the formatting of hard copies and electronic copies. We will also discuss the technology requirements. If additional topics will be discussed and/or additional personnel are required to attend, vendors that submitted an Intent to Bid will be notified.

The following participants are required to attend:

- Your organization’s primary contact for the RFP or their designee;
  - The administrative person who will be compiling the hard and electronic copies and confidential and proprietary request, if applicable, the redacted copies; and
  - The person who will be responding to the requirements in the Technical Standards and Security Requirements section.
5. **Your bid will not be accepted if your organization does not participate in the conference call.** Meeting minutes will not be taken. However, if new or additional information is provided, an addendum may be released to address information provided during the mandatory pre-bid conference call. **Questions regarding other topics will not be entertained and must be submitted in the Questions and Answers process as described in Section II.B.8.**
6. **Discrepancies, Revisions and Omissions in the RFP** – The vendor is fully responsible for the completeness and accuracy of their proposal and for examining this RFP and all addenda. Failure to do so is at the sole risk of the vendor. **Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or terms not appropriate to the services requested in the Scope of Services or Minimum Requirements<sup>8</sup>** the vendor shall notify the contact for this RFP, Ms. Laurene Eheman, electronically, and only electronically, at [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us), at least ten (10) business days before the proposal due date, therefore, no later than 4:30 p.m., Thursday, February 14, 2019, by submitting the *RFP Terms and Conditions Exception Tracking*, Appendix E. This will allow for the issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of the vendor’s proposal upon which an award could not be made. All unresolved issues should be addressed in the proposal.

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<sup>8</sup> Examples include missing or blank information about the State’s COBRA transaction volume or conflicting data on the number of PTC participants noted in different places within this RFP document.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of Ms. Laurene Eheman, electronically, and only electronically, at [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us), no later than ten (10) business days, no later than Thursday, February 14, 2019, prior to the time set for opening of the proposals.

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) and emailed to all vendors that submitted an Intent to Bid. The State of Delaware or SEBC is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

7. **Questions** – The SEBC anticipates this will be an interactive process and will make every reasonable effort to provide sufficient information for vendor responses. Vendors are invited to ask questions during the proposal process and to seek additional information, if needed. However, do not contact any member of the SEBC about this RFP. Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor.

Vendors should only rely on written statements issued by the RFP designated contact, Ms. Laurene Eheman. **All proposing vendors must submit their questions electronically, and only electronically, to Ms. Laurene Eheman at [laurene.eheman@state.de.us](mailto:laurene.eheman@state.de.us) no later than Friday, February 15, 2019, by 1:00 p.m. ET (local time).**

**Required Format:** Questions must be submitted in a Word document with a table format. So that we can be sure to respond within the context of the question, if you are referring to a specific question or term, please copy the question or information and reference the section, question number, and/or page number in the first column. In the second column, copy the requirement or question. In the third column, state your question. The SBO will then put all questions received and the responses into one document and send it to all vendors who confirmed their intention to bid. It will also be posted on [www.bids.delaware.gov](http://www.bids.delaware.gov).

8. **Best and Final Rates or Offer** – Best and Final Rates or Offer **will not** be requested after your bid submission. **Please provide your best and final rates or offer with your initial proposal.**

### **Contract Term / Rate Guarantee Periods**

The term of the contract will be for 3.5 years beginning January 1, 2020. The vendor must guarantee financial terms through June 30, 2023 (3.5 years)<sup>9</sup>. The State will have the option to renew the contract for two (2) one-year periods.

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<sup>9</sup> See the table in Section I.A.2 that illustrates the combination of the 6-month FSA/PTC period (1/1/20 – 6/30/20) and five fiscal years thereafter.

## Contract Termination

The term of the contract between the winning organization and the State will be for 3.5 years and may be renewed for two (2) additional one-year extensions at the discretion of the SEBC. The contract may be terminated for convenience by the winning firm with 180 days written notice to the State. The contract may be terminated for cause by the vendor with 180 days written notice to the State. In the event the winning firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

## Performance Guarantees

The State expects exceptional client account management and participant customer service from their vendors and is interested in evaluating financial and non-financial performance guarantees. The State reserves the right to negotiate both financial and non-financial performance guarantees. *If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance.* Please refer to Appendix C.

## Future Contract Development

It is imperative that the contract drafting and finalization process be timely and accurately reflect the minimum requirements and other applicable contractual terms in the RFP. The vendor is expected to take their template contract form, or use the State's professional agreement contract template, and incorporate all the administrative terms of the RFP, their bid responses and follow-up responses by the second draft so that wholesale changes are not required. A fee will be at risk as set forth in the Performance Guarantees if this requirement is not met. Please refer to Appendix C.

## Use of Subcontractors

**Subcontractors are subject to all the terms and conditions of the RFP and the companies and their services must be clearly explained in your proposal. The SEBC reserves the right to approve any and all subcontractors.**

## Offshore Vendor Activity

An activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division. Failure to adhere to this requirement is cause for elimination from future consideration.

## Rights of the PRC

- The PRC reserves the right to:
  - Select for contract or negotiations a proposal other than that with lowest costs.
  - Reject any and all proposals received in response to this RFP.

- Make no award or issue a new RFP.
  - Waive or modify any information, irregularity, or inconsistency in a proposal received.
  - Request modification to proposals from any or all vendors during the review and negotiation.
  - Negotiate any aspect of the proposals with any organization.
  - Negotiate with more than one organization at the same time.
  - Pursuant to 29 Del. C. § 6986, select more than one contractor/vendor to perform the applicable services.
- Right of Negotiation – Discussions and negotiations regarding price, performance guarantees, and other matters may be conducted with organizations(s) who submit proposals determined to be reasonably acceptable of being selected for award, but proposals may be accepted without such discussions. The PRC reserves the right to further clarify and/or negotiate with the proposing organizations following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the PRC and/or the SEBC. *If any portion of a bid response does not receive a clarifying question or any other response from the State, the non-response does not infer acceptance of that portion of the bid response by the State.* The SEBC also reserves the right to move to other proposing firms if negotiations do not lead to a final contract with the initially selected proposing firm. The PRC and/or the SEBC reserves the right to further clarify and/or negotiate with the proposing firm(s) on any matter submitted.
- Right to Consider Historical Information – The PRC and/or the SEBC reserves the right to consider historical information regarding the proposing firm, whether gained from the proposing firm’s proposal, question and answer conferences, references, or any other source during the evaluation process.
- Right to Reject, Cancel and/or Re-Bid – The PRC and/or the SEBC specifically reserve the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or re-bid the services requested. The State makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.

### **C. Submission of Proposal**

1. **Format** – For each requirement or question, retain the numbering/lettering convention, even if there is an error in the numbering sequence, and provide your response in the appropriate response area. Please completely answer the question even if you must restate information provided in a different minimum requirement or in another question. Complete instructions have been provided at the beginning of the Minimum Requirements and Questionnaire sections.
2. **Non-Redacted Hard Copies** –

- a. For each section, such as the minimum requirements and questionnaire, and for each attachment/exhibit you reference, separate the materials with tabs. Please include a table of contents.
- b. Please use double-sided copies where it is logical to do so; for example, a section of six or more pages.
- c. Please use locking binders so the rings don't separate in shipping. Do not use spiral binding because we have to add the responses to follow-up questions to your bid response binder.
- d. Please use multiple smaller binders instead of one large 6" binder, for example. A suggestion might be to have the appendices and exhibits in their own binder.
- e. For reports or documents of fifty or more pages, do not include a hard copy. Use a sheet that references an electronic document and provide a CD or flash drive.
- f. Please submit **six (6) complete hard copies** of your proposal. *Complete* means that it includes all information you may deem proprietary and confidential. In other words, the information deemed proprietary and confidential must not be redacted or separated from the rest of the information. Send to the following address:

Ms. Laurene Ehemann, RFP and Contract Manager  
Department of Human Resources  
Statewide Benefits Office  
97 Commerce Way, Suite 201  
Dover, DE 19904  
Phone: (302) 739-8331

### 3. **Non-Redacted Electronic Copies** –

- a. Include a *complete* non-redacted electronic copy of your proposal in a PDF format on its own CD or flash drive. You must scan all the documents; for example, a signed cover letter, the signed Officer's Statement and any exhibits.
- b. You must divide your bid into PDFs of manageable sections for easier readability. We will not accept a bid with one PDF of the entire bid response!
  - i. The file names of the documents must be short. Include a short version of your company name but do not include, the reference number of this RFP, the words "State of Delaware" or "Delaware". Simply use a title of the document; for example, "ABC Co - Minimum Requirements", "L&C - Appendix A – *Performance Guarantees*", or "John's Mgt Co - Exhibit 1 – John Doe's Resume".

c. Versions –

**!! IMPORTANT !!**

- i. All documents must be in PDF format.
- ii. The following documents are to ALSO be included in their Word format as applicable:
  1. Minimum Requirements
  2. Questionnaire
  3. Appendix Q, *Fee Quote*
- d. Please label the CD with your company name and carefully package it for shipping. If you use a thumb or flash drive it must also be identifiable.

**4. Redacted Hard and Electronic Copies –**

Any information you deem confidential and propriety as identified in the attorney’s cover letter as explained in Section I.F., *Confidentiality of Documents*, must be redacted. **Note:** If your bid contains the phrase “confidential and proprietary” on each page, such status will not automatically be granted. This means the information must be blacked out or substituted with a blank page that references the page or document that is missing. For example:

For all transactions, the following conditions must be met:

- individual section policies are followed;
- verbal price quotes are obtained;
- State Contracts must be utilized;
- purchases over \$5,000 have a corresponding purchase order prior to the charge; and fragmentation of purchases is prohibited.

In addition, [REDACTED] Employees must reimburse the State of Delaware for any expenditure above the allowable amounts.

Any questions on requirements should be directed to staff in OMB Financial Operations.

**2. Coordinator/Back-Up Coordinator – Designation, Roles and Responsibilities**  
The Coordinator or Back-Up Coordinator will be responsible for maintaining a file which shows all applications, signed affidavits, and policies and procedures. Any issue that arises with the employee or [REDACTED] is to be dealt with first by the Coordinator or Back-up Coordinator. The Coordinator or Back-Up Coordinator is also responsible for ensuring that the purchases comply with the state and federal legislation, regulations, policies and procedures.

[REDACTED] and attached to a weekly log (Exhibit C). Any employee not producing a receipt must complete an affidavit statement certifying that they did in fact purchase the particular item. The affidavit statement must be signed by the employee and the supervisor or section designee.

**Reconciler** - The Reconciler is responsible for applying the chartfield information in the First State Financial system. The Reconciler is also responsible for ensuring that the purchases comply with the state and federal legislation, regulations, policies and procedures.

**Approver** – [REDACTED]

**3. Request for an Application**  
All requests need to be addressed to the employee’s supervisor for approval. The supervisor then will request a SuperCard approval from the Coordinator or Back-up Coordinator.

- a. You must use a software program that has a redaction feature, such as Adobe. If you simply use a black highlight, the text can still be seen on a hard copy and it may be able to be reversed on a PDF.
- b. One *complete* and separate hard copy is needed with the redacted materials. Imagine you are flipping through the hard copy. You would see that section on a page with information blacked out (redacted) that the author considers confidential and proprietary. If an entire document, section or exhibit consisting of multiple pages is considered confidential and proprietary, use a blank page with a reference to the missing information. For example, “Appendix C – *Disaster Recovery Plan* – is confidential and proprietary and is not public record as defined by FOIA at 29 Del. C. § 10002(d)”.
- c. One *complete* electronic copy is needed with the redacted materials in a PDF format on a separate CD or flash drive from the non-redacted copy. We need a separate complete electronic copy to use for FOIA requests. You must scan all the documents as explained above. The same sectioning and naming requirements as described above apply.

Recap of Proposal Copy Formats	Hard Copies	Electronic Copies on Separate CDs or Flash Drives
Confidential and Proprietary Information: <u>One set of non-redacted and one set of redacted copies along</u> with the attorney’s cover letter in a marked and sealed envelope.	1	1
Complete bid <u>with</u> redacted sections (only PDF versions)	1	
Complete bid <u>without</u> redacted sections (PDFs and Word versions as listed above).	6	1

***The person who is putting together the hard and electronic copies is welcome to, and encouraged to, contact Ms. Laurene Eheman directly by phone at 302-760-7060 to discuss the requirements and ask questions.***

**5. Follow-Up Responses and Finalist Presentations –**

- a. The same format requirements apply to follow-up responses and presentations.
- b. Follow-Ups – Via email, you will be asked for a non-redacted electronic response. SBO will print the required number of hard copies for you (unless they are voluminous and in that event the email will contain a request for the hard copies).

- c. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts.
  - d. If information in any of the follow-ups and presentation matches the type that was requested for a confidential and proprietary determination, you must submit a redacted electronic version of the document(s). For example, if you asked for your client references to be deemed confidential and in a follow-up we ask for additional references or an alternate contact name and number, we would need an electronic copy with that information redacted. Similarly, if you have a list of clients in your presentation materials, we would also need a redacted copy of your presentation.
  - e. If there is a new type of information that was not included in your original bid and you deem it confidential and proprietary, you must include the required attorney’s letter.
6. **Proposal Submission Date** – Both hard and electronic copies of your complete proposal must be received at the above address no later than **1:00 p.m. ET (local time) on Friday, March 1, 2019**. Electronic copies cannot be transmitted via email by the deadline with hard copies to arrive before, on, or after the due date. If the office is closed on the bid due date due to weather or other emergency, the due date and time cannot be pushed forward one day. Any proposal received after this date and time shall not be considered and will be returned to the proposing firm unopened. The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
7. **Proposal Opening** – To document compliance with the deadline, the proposals will be date and time stamped upon receipt. Proposals will be opened only in the presence of State of Delaware personnel. There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The list will be posted on [www.bids.delaware.gov](http://www.bids.delaware.gov). In accordance with Executive Order #31 and Title 29, Delaware Code, Chapter 100, the contents of any proposal will not be disclosed to competing vendors prior to contract execution. Proposals become the property of the State of Delaware at the proposal submission deadline.
8. **Officer Certification** – All vendors participating in this RFP will be required to have a company officer attest to compliance with RFP specifications and the accuracy of all responses provided. Please fill out the *Officer Certification Form*, Appendix D, and include it in your bid package.
9. **Vendor Errors/Omissions** – The SEBC will not be responsible for errors or omissions made in your proposal. You will be permitted to submit only one proposal. You may not revise or withdraw submitted proposals after the applicable deadline.

10. **General Modifications to RFP** – The SEBC reserves the right to issue amendments or change the timelines to this RFP. All firms who submitted an Intent to Bid notice will be notified in writing via e-mail of any modifications made by the SEBC to this RFP. If it becomes necessary to revise any part of the RFP, an addendum will be emailed to all vendors who submitted an Intent to Bid and it will also be posted on the State of Delaware’s website at [www.bids.delaware.gov](http://www.bids.delaware.gov).
11. **Modifications to Submitted Proposal** – Changes, amendments or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals. However, vendors may modify or withdraw its complete proposal by written request, provided that both proposal and request is received by Ms. Laurene Eheman prior to the proposal due date and time. Pages for substitution will not be accepted or allowed. The proposal may be re-submitted in accordance with the proposal due date in order to be considered.
12. **Proposal Clarification** – The SEBC may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications (known as “Follow-Ups”) will be requested in writing and the vendor’s responses will become part of the proposal.
13. **References** – The SEBC may contact any customer of the vendor, whether or not included in the vendor’s reference list, and use such information in the evaluation process. Additionally, if applicable to the scope of work in this RFP, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for the State of Delaware personnel for these visits.
14. **Time for Acceptance of Proposal** – The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time the State may request clarification or corrections of the proposal for the purpose of the evaluation. The State reserves the right to ask for an extension of time if needed.
15. **Incurred Costs** – This RFP does not commit the SEBC to pay any costs incurred in the preparation of a proposal in response to this request and vendor/bidder agrees that all costs incurred in developing its proposal are the vendor/bidder's responsibility. The State shall bear no responsibility or increased obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
16. **Basis of Cost Proposal** – Your proposal must be based on your estimated cost of all expenses for the services and funding arrangements requested.
17. **Certification of Independent Price Determination** – By submission of a proposal, the proposing firm certifies that the fees submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other

proposing firm or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. Please fill out the *State of Delaware Non-Collusion Statement*, Appendix A, and include it in your bid package.

18. **Improper Consideration** – Bidder shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, retirees or agent of the SEBC in an attempt to secure favorable treatment or consideration regarding the award of this proposal.
19. **Representation Regarding Contingent Fees** – If it is your business practice to engage services from any person or agency to secure or execute any of the services outlined in this RFP, any commissions and percentage, contingent, brokerage, service, or finder’s fees must be included in your proposed fee. The SEBC will not pay any separate brokerage fees for securing or executing any of the services outlined in this RFP. **Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service or finders’ fees.**
20. **Confidentiality** – All information you receive pursuant to this RFP is confidential and you may not use it for any other purpose other than preparation of your proposal.
21. **Solicitation of State Employees** – Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State’s employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with the vendor, without prior written approval of the State’s contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor’s proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

22. **Consultants and Legal Counsel** – The SEBC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors’ responses. Bidders shall not contact the consultant or legal counsel on any matter related to this RFP unless written permission and direction is provided.
23. **Contact with State Employees** – Unless expressly requested to contact another State employee or SBO’s consulting firm, direct contact with State of Delaware employees regarding this RFP other than the designated contact, Ms. Laurene

Eheman, is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the State who require contact in the normal course of doing that business.

24. **Organizations Ineligible to Bid** – Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
25. **Exclusions** – The PRC reserves the right to refuse to consider any proposal from a vendor who:
  - a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
  - b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
  - c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
  - d. Has violated contract provisions such as:
    - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
    - iii. Has violated ethical standards set out in law or regulation; and
    - iv. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## III. Minimum Requirements

Failure to meet the minimum requirements may result in disqualification of the proposal submitted by your organization. Additionally, the Technical Standards and Data Requirements in Section V are considered minimum requirements.

### Instructions:

**!!! IMPORTANT !!!**

- A. **Clear and Succinct** – Whenever applicable, you must clearly and succinctly indicate how your standard procedures would be modified in order to accommodate any specific requirements of the State that deviate from your standard procedures.
- B. **Responsiveness** –
- Generic responses or stock answers that do not address State-specific requirements will be deemed unresponsive.
  - “Will discuss” and “will consider” are not appropriate answers.
  - All questions are important to the State and therefore you may not answer that a topic is not applicable unless you specifically state why it is a service that does not apply for the plans or programs you are proposing.
- C. **Respond to Each Question** –
- If a question is repeated in multiple sections and your answer is the same, please do not refer to your answer in another section but copy it under each question.
  - **DO NOT LEAVE A RESPONSE BLANK!** You must acknowledge that you believe the item does not apply and provide a reason why! Otherwise, we will need to ask you to reply in a follow-up question.
- D. **Incumbents** – If your organization is a current vendor, you must reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
- E. **Fees or Costs** – **Fees or costs that are not included in your bid and stated on the appropriate appendices (forms) will not be considered by the State.** A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate appendix or form, will not be considered! You must document ALL fees and costs within Appendix Q, *Fee Quote*. **Best and Final Rates or Offers will not be requested after your bid submission. Please provide your best and final rates or offer with your initial proposal.**

- F. **Exceptions in Your Response** – If you have an exception, you must copy and paste the term into the *Responses Exceptions Tracking Form*, Appendix B, and provide a detailed explanation, or, check the box to acknowledge that you take no exceptions to the specifications, terms or conditions found in the *Minimum Requirements* or *Questionnaire* sections and submit it with your bid package. These are exceptions to the requirement relative to your offering, not an objection to the requirement itself. For example, if the requirement is to provide a certain report within thirty days and you would provide the report within sixty days, that is your offering or response - not an objection to the request or requirement itself.
- G. **Exceptions to Requirements** – Please see *Discrepancies, Revisions and Omissions in the RFP*, paragraph 6 in the *General Terms and Conditions*, Section B. This information details the process to submit an objection to a requirement; terms not appropriate to the services requested. For example, an industry standard.
- H. **Numbering** – Please do not change the numbering of a question, even if there is an error in the sequence or a duplication.
- I. **Checkboxes and Long Responses** – The checkbox format does not work, so please bold the selection. If the response is more than a few sentences long, please insert your response below the question and not in the third column so that the electronic and hard copy document is more manageable. Use your best judgment for easy readability.

## INTRODUCTION

- **As an introduction**, please provide your company’s full name (i.e., used for financial filing), home office address and telephone number, and the address and telephone number of additional offices, if any, that would provide the services requested under this RFP; please indicate which services would be provided by the additional, non-home office. Include the name and information for the primary contact, including phone number and email address, for responding to this RFP. Include your company’s website address.

### 1.0 Core Capabilities and Experience

#	Minimum Requirement	Response
1.01	The selected vendor must have at least five (5) years’ experience as an organization in providing the type of services to be procured through this competitive RFP process. Please confirm that you have reviewed the Scope of Services included in this RFP and that you have provided these services for other clients. The determination of the length of time an entity has provided these services will be based upon the initial date the entity established a contractual relationship to provide such services. The proposing organization must provide sufficient detail to	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	demonstrate it has experience in working with FSA, PTC and COBRA administration programs similar in size and complexity. Because more detailed questions follow, please provide only a broad outline here of the organization's years of experience and qualifications for the services listed in the Scope of Services.	
1.02	<p>Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, please list three (3) or more references with an excess of 36,000 eligible employees for which you manage FSA for +6,000 lives. Please include at least one COBRA client reference with 1,500+ annual COBRA qualifying events and 150 or more COBRA continuation enrollees. Additionally, please provide references for three (3) terminated clients and note the date of termination and reason.</p> <p>The total of six (6) references requested should include at least one (1) active and one (1) terminated reference for each type of service (FSA, PTC, COBRA) to be procured through this competitive RFP process.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
<p><b>References</b>  <b>Note:</b> At least one current and one terminated recommendation required on this section should be for all three (3) services (FSA, PTC and COBRA)</p>		
1.02 (a)	Please provide three (3) references for current customers. The State of Delaware would prefer at least one public sector customer reference of comparable size; however, this is not required.	
	a. Customer Name	
	Service administration implemented (e.g., FSA, PTC and/or COBRA)	
	Customer Principal Location	
	Number of Employees	
	Number of Subscribers	
	Effective Date of Contract	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	b. Customer Name	
	Service administration implemented (e.g., FSA, PTC and/or COBRA)	
	Customer Principal Location	

#	Minimum Requirement	Response
	Number of Employees	
	Number of Subscribers	
	Effective Date of Contract	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	c. Customer Name	
	Service administration implemented (e.g., FSA, PTC and/or COBRA)	
	Customer Principal Location	
	Number of Employees	
	Number of Subscribers	
	Effective Date of Contract	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
Name of Account Manager		
1.02 (b)	Please provide references for three (3) terminated customers. The State of Delaware would prefer public sector customer references of comparable size, however, this is not required. No timing restrictions on how recently the reference and your company terminated the contractual relationship.	
a.	Terminated Customer Name	
	Service administration implemented (e.g., FSA, PTC and/or COBRA)	
	Terminated Customer Principal Location	
	Number of Employees (during contract period)	
	Number of Subscribers (during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	

#	Minimum Requirement	Response	
	b. Terminated Customer Name		
	Service administration implemented (e.g., FSA, PTC and/or COBRA)		
	Terminated Customer Principal Location		
	Number of Employees (during contract period)		
	Number of Subscribers (during contract period)		
	Contract Period		
	Date of Termination		
	Reason for Termination		
	Customer Contact Name		
	Job Title		
	Address		
	Telephone Number		
	Email		
	Name of Account Manager		
	c. Terminated Customer Name		
	Service administration implemented (e.g., FSA, PTC and/or COBRA)		
	Terminated Customer Principal Location		
	Number of Employees (during contract period)		
	Number of Subscribers (during contract period)		
	Contract Period		
	Date of Termination		
	Reason for Termination		
	Customer Contact Name		
	Job Title		
	Address		
	Telephone Number		
	Email		
	Name of Account Manager		
	1.03	Please confirm the percent of your book of business (by number of covered lives) that the State of Delaware would represent for the following programs:	
		FSA:	
	PTC:		
	COBRA:		

#	Minimum Requirement	Response
1.04	<p>Please provide the contact name, title, phone number, email and brief biography for the following positions who will be assigned to the State of Delaware’s account. If available, please provide a resume as an exhibit.</p> <p>Specify whether any of the following account team members would only support one or two programs and not all three benefits.</p>	
	<i>Executive Sponsor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Account Executive</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Would this person be designated or dedicated to the State’s account? If designated, what percentage of their time would be dedicated to the State of Delaware?	
	Please confirm that this individual is, at a minimum, a senior level manager with at least five (5) years’ experience providing FSA, PTC and COBRA administration account management, of which three (3) years’ experience must have been in providing FSA, PTC and COBRA administration services to clients of similar size. Please provide a statement detailing such experience and a resume.	
	<i>Account Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	

#	Minimum Requirement	Response
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Would this person be designated or dedicated to the State's account? If designated, what percentage of their time would be dedicated to the State of Delaware?	
	<i>Implementation Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Confirm this person would be designated to the State's account. What percentage of their time would be dedicated to the State of Delaware during implementation?	
	Confirm that the implementation manager will have successfully managed at least five (5) prior implementations which included the requested scope of services within this RFP.	
	<i>Eligibility/Enrollment</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Claims Supervisor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Member Services Supervisor</i>	
	Contact name	

#	Minimum Requirement	Response
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Operations Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Other Important Role(s)</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
1.05	<p>Verify that the primary contact and/or lead personnel assigned to the FSA, PTC and COBRA administration transition/implementation teams and account management teams will attend the vendor interviews, if you are invited to participate (see Section I.D. Timeline/Deadlines for additional details).</p> <p>Please confirm for each of services to be procured through this competitive RFP process.</p>	<p><i>(Pick one of the following)</i>  <b>FSA:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <b>PTC:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <b>COBRA:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>

## 2.0 Implementation.

#	Minimum Requirement	Response
2.01	Assuming a contract award, for FSA, PTC and COBRA, June, 2019 and an effective date of January 1, 2020:	<i>(Pick one of the following)</i> FSA:

#	Minimum Requirement	Response
	<p>Please confirm (for each program) that you would be able to successfully implement the corresponding program for a November 2019 open enrollment and a January 1, 2020, effective date.</p> <p>Please note the following:</p> <ul style="list-style-type: none"> <li>i. There will be a six (6) month FSA period (1/1/20 to 6/30/20) and then FSA will run on a fiscal year thereafter (7/1 – 6/30).</li> <li>ii. PTC effective date will be 1/1/20.</li> <li>iii. COBRA administration effective date will be 1/1/20.</li> </ul>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain  <i>PTC:</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain  <i>COBRA:</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.02	Based on your experience with similar customers/programs, describe any additional resources that will be needed from the State of Delaware during the implementation process. Include an exhibit of a detailed and combined implementation plan including dates/tasks/roles (for both State and vendor resources) for all the programs that you are bidding on.	
2.03	Please confirm that your organization will lead the implementation process taking direction from the State of Delaware.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.04	Confirm that you will conduct a pre-implementation testing process, with minimal support from the State, to ensure accuracy of plan administration prior to the effective date and that you will share the results of the testing process with the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.05	Offer allowance/credit for implementation-related activities, such as communications, audits and offset any third party vendor fees associated with implementing single sign-on and enrollment automation. Please confirm the amount of the allowance/credit in your response to Appendix Q, <i>Fee Quote</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain

### 3.0 Benefit Administration (all programs)

#	Minimum Requirement	Response
3.01	Please confirm that your organization will provide relevant member communications materials, including support for the production and distribution of such materials, at no cost to the State and plan participants. This includes printing and postage. (Emails sent directly from the vendor to eligible members are not possible, though program information will be shared in email newsletters sent from SBO.)	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.02	Please confirm that the State maintains flexibility to edit/approve all communication materials.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
3.03	Please confirm you are willing to attend a yearly on-site account management meeting in Dover, Delaware, at no cost to the State.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.04	Reporting – Please confirm that at no cost to the State:	
	a. Your organization can provide ongoing management reports on a quarterly basis. As an exhibit, please provide a sample of your standard management reports.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Please confirm that your organization can provide ad hoc reports as requested. Is there a fee for such reports? If so, please indicate in Appendix Q, <i>Fee Quote</i> . As an exhibit, please provide a sample of a type of ad hoc report that was produced for a client.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.05	Please confirm that SBO’s administrative staff will have access to an online portal with enrollment information for all programs (FSA, PTC, and COBRA).	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.06	Open Enrollment should be web based directly to the vendor. The vendor will capture the information and send an electronic file to the State to upload into the State’s payroll system. State of Delaware will supply the eligibility file.  The State prefers not to provide SSNs. Please confirm if you can accommodate unique identifiers such as date of birth or a combination of employee ID number and last four numbers of SSN. If you need the full SSNs, please explain why.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.07	Please confirm your organization can and will accept the data elements in the <i>Data File Descriptions and Layouts</i> , Appendix O.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.08	The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor. Subcontractors are subject to all the terms and conditions of the RFP. If a subcontractor(s) is involved, note in your response to this question and complete Appendix F included herein. (If a subcontractor provides IT services, please respond as directed in the <i>Technology and Security Requirements</i> section.)	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.09	Please confirm there is a toll-free customer service number for participants and specify if the toll-free number differ between coverages.	(Pick one of the following) FSA: <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain  (Pick one of the following) PTC: <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
		<p><i>(Pick one of the following)</i>  <b>COBRA:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p>Specification:</p>
3.10	<p>Please confirm that in the event of contract termination, you agree to transfer electronically to the State (or to a successor administrator) within thirty (30) days of termination notice all data and participant records necessary for the continued administration of the plan. Your organization must agree to continue operations until the transfer of data has been completed. Please confirm for each one of the services to be procured through this competitive RFP process.</p>	<p><i>(Pick one of the following)</i>  <b>FSA:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <b>PTC:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <b>COBRA:</b>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
3.11	<p>Please confirm and describe how you would ensure the State’s compliance with Federal tax laws and reporting requirements for all services procured through this RFP.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed, explain  <input type="checkbox"/> Not confirmed</p>
3.12	<p>Please confirm and describe your account management and customer service disaster contingency plans and procedures for all services procured through this RFP.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed, explain  <input type="checkbox"/> Not confirmed</p>
3.13	<p>If you are awarded the contract, how would your organization communicate the change in administrator to State employees? Please provide copies of your sample communications materials.</p>	
3.14	<p>Provide a complete description of your customer service procedures from receipt of a question or complaint by telephone and/or letter to complete resolution.</p>	
3.15	<p>Confirm that plan participants will have access to a State-specific toll-free telephone number (with voice-mail capability when a representative is not available) and an email customer service address to which participants may direct their concerns and questions regarding account/claims information.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Yes  <input type="checkbox"/> No, explain</p>
3.16	<p>Please provide the following for all the proposed member services offices:  <i>(Note: If more than one member services office will support the State, please provide the following information for each office.)</i></p>	
	Hours of Operation M-F (specify time zone)	
	Hours of Operation Sat/Sun (specify time zone)	
	Number of member service representatives (MSRs)	
	% of MSRs working remotely vs. in a call center	

#	Minimum Requirement	Response
	Average MSR turnover - YTD 2018	
	Average MSR turnover - CY 2017	
	Number of MSRs/MSR Team	
	Average number of clients/MSR Team (Employers) – 2017	
	Average number of clients/MSR Team (Members) – 2017	
	Average call abandonment rate – 2017	
	Average speed of answer (to speak with live representative) – 2017	
	First Call Resolution rate – 2017	
	Which member service office (City and State) are you proposing to service the State?	
3.17	What technology is available to your MSRs during a conversation with a plan participant to access the employee’s record of reimbursements and contributions?	
3.18	Please describe any quality assurance processes and tools in place for all aspects of program administration, including eligibility and enrollment, claims processing, and member services.  Additionally, please respond to the following:	
	a. Will you review claims for reasonableness? That is, will claims for reimbursement be monitored for excessiveness or possible fraud?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	b. What resources are available for monitoring regulatory compliance?	
	c. Describe what other checks and balances are in place to ensure that COBRA event processing is as accurate as possible and to validate the qualifying event file data, such as benchmarking a client’s qualifying events against other similar sized companies and profiles, monitoring specific types of events for reasonability (for example dependent child terminations), etc.	
3.19	How does your call center handle non-English speaking callers?	<i>(Pick one of the following)</i> <input type="checkbox"/> Bilingual team member(s) <input type="checkbox"/> Language line (specify languages): <input type="checkbox"/> Other (describe and specify languages):
3.20	Please describe the education, experience, and training requirements for your MSRs.	
3.21	Briefly describe your MSR performance review metrics (random review, volume based, etc.) and the attrition rate and average length of service for your MSRs.	
3.22	What is your process for reconciliation of FSA and PTC funding (employee deductions) versus paid claims with the State?	

#	Minimum Requirement	Response
3.23	Please provide any other details of your reconciliation process for all three (3) programs.	
3.24	Please provide copies of your sample communications to members for all three programs.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.25	Confirm that all reports listed in Appendices M and N can be provided at no additional cost to the State in an electronic format that is easily manipulated, such as Excel.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.26	Please confirm the following:	
	a. Your organization will conduct member satisfaction surveys.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	b. Surveys would be specific to State participants.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. The state could include their own custom questions in the surveys. If so, would there be any additional cost?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
3.27	Please confirm your willingness to assist in the timely review of any annual enrollment communications, Summary Plan Descriptions (SPDs), and all other health care benefit related materials for the State at no additional cost.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
3.28	Please confirm that all calls are recorded for training and to ensure the correct information is conveyed to callers.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.29	What processes do you have in place to handle participant appeals? Also, what is the standard turnaround time for appeals?	
3.30	Describe your online capabilities. Please respond separately for a) all customer service processes and b) all account management access.	
3.31	Please describe what online services are available to the State's account management staff for reviewing eligibility, account balances and payment transactions. Can standard and/or ad/hoc reports be accessed online? If so, what are they?	
3.32	How long are records retained? In what manner are they retained? Please respond separately for each program (FSA, PTC and COBRA).	
3.33	Describe your current Internet capabilities and information available on your Web site and mobile device applications that support FSA, PTC and COBRA services. Provide the website address and if there is a demonstration website available for administrative services, provide that also.	
3.34	Please confirm that you will run an annual audit of your processes and all services rendered to the State and deliver a report with the results.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.35	Based on your experience with similar customers/programs, describe:	

#	Minimum Requirement	Response
	a. Any additional resources that will be needed from the State of Delaware on an ongoing basis for administration.	
	b. The preferred level and frequency of interaction with the State of Delaware to ensure the success of these benefits on an ongoing basis.	
3.36	Please confirm any overpayments to the participants as a result of processing errors will be your responsibility and any resulting charges will be at your expense.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#### 4.0 Flexible Spending Account Administration

(Note: Bids on FSA and PTC services only will not be accepted)

#	Minimum Requirement	Response
4.01	Provide an overview of the FSA plan administration services you will provide. In this overview, please include a description of your capabilities to provide limited purpose HCFSAs and whether there are any differences in your administrative capabilities or processes for managing limited purpose HCFSAs vs. “general purpose” HCFSAs. Also, describe how are adjustments to claims and incomplete FSA claims handled?	
4.02	Confirm your ability to support a short plan year (6 months), assuming a contract award by June 30, 2019 and an effective date of January 1, 2020. How would you administer this short plan year?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed, explain
4.03	Confirm your administration processes match the IRS requirements and are in accordance with all IRS regulations. Please explain how your administrative processes meet these requirements.	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
4.04	Confirm your ability to accept the State’s two (2) health insurance enrollment file feeds. Please note, outbound feeds to Highmark, Aetna, EyeMed, Delta Dental and Dominion Dental will not be considered.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.05	Please confirm that your organization will collect all documentation and funding for unsubstantiated claims and that you will collect unsubstantiated overpayments within 2 months for a payroll deduction or W-2. Please include a description of these processes.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.06	For the flexible spending account program, please confirm that your organization accepts the term that the State holds the funds in-house after payroll deduction until such time as a claim paid via debit card or participant reimbursement is made.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.07	Please confirm that your organization offers a debit card to the HCFSAs and DCFSAs participants and describe how the employer/employee funds the accounts.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
4.08	<p>For the participant’s optional FSA debit card, please confirm whether a debit card fee applies. If so, indicate if your organization would deduct the entire annual fee in the first month from the participant’s available balance at the beginning of the plan year or pro-rate for a new hire as applicable. As applicable, please include the optional FSA debit card fee in appendix Q, <i>Fee Quote</i>. Note, the State will not consider annual optional FSA debit card fee of more than \$6.</p> <p>a. Given the prospective implementation of a short plan year (6 months), would you collect the FSA debit card annual fee for 1/1/19 to 6/30/19 and then again for 7/1/19? Would the short plan year be half the cost?</p> <p>b. (<i>ASIFlex only</i>) Confirm for all participants with a debit card this year: Would an annual fee apply to participants electing to continue in the program the next year?</p> <p>c. Please confirm your willingness to provide a \$0 annual FSA debit card fee at no cost to the State? Please also respond to Appendix Q, <i>Fee Quote</i>.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed, explain</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
4.09	<p>Confirm you will provide open enrollment support. This includes participation at in-person enrollment meetings with employees and written material. Open Enrollment materials should be made available for website posting and prospective vendors should also anticipate an annual Open Enrollment mailing.</p> <p>a. Please include samples of your standard open enrollment communication materials.</p> <p>b. Confirm that the cost of all communication materials is included in your response to Appendix Q, <i>Fee Quote</i>. This should include postage fees. Please separately itemize the cost to develop any custom communications for the State.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
4.10	<p>At no cost to the State and beginning in 2020, please confirm that your organization will provide on-site representation throughout Delaware for health fairs and employee education sessions in late April and early May each year in various locations in all three counties. (For example, in 2019 there will be four full day sessions and three half day sessions.)</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
4.11	<p>Confirm that you will accept FSA eligibility data prior to the beginning of the State’s annual Open Enrollment at no additional charge.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain</p>
4.12	<p>Please confirm that your organization can accept paper enrollment forms for FSA new hires through the year, unless your solution allows for online enrollment. If not available for 1/1/2020, when will it be implemented?</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
4.13	Please describe any capabilities you may have to automate the enrollment process for new hires. If there are any fees associated with this, please note them in your response to Appendix Q: <i>Fee Quote</i> .	
4.14	Please confirm that your organization will provide a weekly invoice for reconciliation for both the 22-week pay and 26-pay participants, a monthly report of suspension of FSA debit cards, and an annual report of unsubstantiated FSA debit charges.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.15	Confirm that your standard services include non-discrimination testing of HCFSA and DCFSA plan benefits.	
4.16	Confirm the following:	
	a. Your standard services include the testing of HCFSA and DCFSA plan benefits for compliance with IRC §105, §125 and §129 nondiscrimination rules.	(Pick one of the following) <input type="checkbox"/> Yes <input type="checkbox"/> Yes, but fees apply <input type="checkbox"/> No
	b. You will perform a preliminary, as well as year-end test, for the State's DCFSA plan at no additional cost.	(Pick one of the following) <input type="checkbox"/> Yes <input type="checkbox"/> No, explain <input type="checkbox"/> Cannot test FSA plan benefits for compliance
4.17	Describe the current platform (e.g., mainframe, client service, web, etc.) used for FSA claims administration, and if any changes are planned for the FSA administration system in the next two years.	
4.18	Confirm the target turnaround time for the following:	
	Receipt of enrollment data to processing	
	Receipt of electronic FSA claim to processing	
	Receipt of paper FSA claim to processing	
	Frequency of FSA claim reimbursements to participants	
	Producing FSA debit cards for open enrollment	
	Producing FSA debit cards for new hires/participants	
	Producing FSA debit cards for qualifying events	
4.19	Please describe all methods of claim submission and reimbursements you provide and their associated processes for HCFSA and DCFSA	
4.20	Please list the current vendors for which you currently receive claim file feeds.	
	a. How quickly upon receipt can you process these files? Please provide a brief overview of this process.	
	Aetna Medical	Average TAT to process claims and describe reimbursement: Process overview:
	Highmark	Average TAT to process claims and describe reimbursement:

#	Minimum Requirement	Response
		Process overview:
	Express Scripts, Inc.	Average TAT to process claims and describe reimbursement: Process overview:
	Dominion Dental	Average TAT to process claims and describe reimbursement: Process overview:
	Delta Dental	Average TAT to process claims and describe reimbursement: Process overview:
	EyeMed	Average TAT to process claims and describe reimbursement: Process overview:
	b. If you do not currently have interfaces to accept claims from other vendors, are you willing to build them? If yes, how much lead time is required and what is the cost? Please provide a sample of the required file layout	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain <input type="checkbox"/> N/A – we currently have interfaces to accept claims from all major vendors
4.21	Please detail how you administer mid-year changes to a HCFSA and DCFSA. How do you calculate the new reimbursable maximum and/or maintain separate reimbursable maximums? Mid-year change type:	
	a. Employee terminations	
	b. Changes that result in increased maximums (e.g., birth of child)	
	c. Changes that result in decreased maximums (e.g., divorce)	
4.22	Confirm your organization can accurately administer the 2 1/2 month grace period for FSA claims. Detail any additional administrative charges for this in Appendix Q, <i>Fee Quote</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
4.23	How does your organization handle the overlapping incurred claim periods in a 14½-month plan year? When an FSA claim is submitted, will you use the previous year’s dollars before you use current year’s dollars?	
4.24	For the FSA claim grace period, when must claims be received for reimbursement, e.g. received by 6/30 or submitted by 6/30?	
4.25	What is your standard approach for the following processes:	
	a. Funding of FSA claims. Please include funds transfer method and frequency.	
	b. Do you require an initial bank account deposit (imprest balance)?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	c. What is your process for handling undisbursed FSA funds?	

#	Minimum Requirement	Response
4.26	Confirm that the State will not be double charged FSA participant fees during the 2½-month grace period. How is this verified?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed, explain
4.27	What was your FSA payment accuracy rate for full year 2018?	
4.28	Will your organization send FSA welcome statements at the start of each plan year? Are these statements customizable for the State?	(Pick one of the following) <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
4.29	The State would like to reduce risk of loss from terminated employees. Please address the steps you take to reduce this risk.	
4.30	What is the average lag time between receipt of eligibility information and information downloading into your system? The maximum lag time?	
4.31	Please describe your debit card capabilities for HCFSA and DCFSA:	
	Is there a daily limit on FSA debit card transactions?	(Pick one of the following) <input type="checkbox"/> Yes: \$ amount of limit: <input type="checkbox"/> Yes: # transaction limit: <input type="checkbox"/> No
	Please select the options that are available functions of your FSA debit card.	(Pick all that apply) <input type="checkbox"/> The FSA debit card can pay for services at the time of service <input type="checkbox"/> The fees are auto-deducted from the FSA account balance <input type="checkbox"/> FSA card messaging is available by text and/or e-mail <input type="checkbox"/> Up to 2 cards are available (per account) free of charge <input type="checkbox"/> Transactions initiated at non-qualified merchants are automatically declined at the point of sale <input type="checkbox"/> Other, describe
4.32	Do you own and administer the FSA debit card, or does another organization? If it is an outside firm, please indicate your partner and explain in detail the nature of this relationship. Please be sure to disclose this relationship in your response to Appendix F, <i>Subcontractor Information Form</i> .	(Pick one of the following) <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
4.33	Do you have a toll-free number to handle provider questions regarding the FSA debit card? If so, what is the location of the office, the service hours, and the current staffing for this function? If not the same as the FSA member services office, how are the two call centers integrated?	(Pick one of the following) <input type="checkbox"/> Yes, describe <input type="checkbox"/> No
4.34	Confirm the services outlined below are covered by the FSA debit card. Please include any other services that you can cover and explain your answers in the comments column.	
	Medical	(Pick one of the following) <input type="checkbox"/> Yes, explain

#	Minimum Requirement	Response
		<input type="checkbox"/> No, explain
	Dental	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain
	Vision	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain
	Prescription Drugs	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain
	Over the counter products	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain
	Other	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No, explain
4.35	Please respond to the following:	
	a. For each type listed below, how do you ensure that the FSA card is not used for ineligible items/services:	
	i. Medical, Dental and Vision	
	ii. Prescription Drugs	
	iii. Over the counter products	
	iv. Other	
	b. How do you determine whether an ineligible item/service has been purchased?	
	c. What is the process for correcting a situation where an ineligible item has been purchased?	
4.36	How do you determine whether the FSA card is being used for an eligible member under the plan (i.e., that it is not being used for a friend or ineligible participant)? Please explain a "No" response in the comments column.	
	a. Member name and signature on debit card	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	b. Merchant responsibility to validate	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	c. Participant education in debit card distribution kits	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	d. Card monitoring technology	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	e. Member claim patterns	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	f. Member's responsibility	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes

#	Minimum Requirement	Response
		<input type="checkbox"/> No, explain
4.37	How would the FSA claims administrator know if the participant is paying for a prior year expense with current year funds? What measures are in place to prevent participants from using their card to pay for services incurred in a prior plan year?	
4.38	How do you handle lost or stolen FSA debit cards in terms of access by non-authorized individuals? Is there a fee for a replacement card, and if yes, who pays the fee?	
4.39	Confirm there are no transaction fees associated with the use of the FSA debit card.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.40	Describe for each of the following subsections a) how many clients you currently have with the State's current vendors where you provide FSA auto-substantiation services and the arrangements with each vendor and include b) the types of auto-substantiation that your organization allows with both the FSA debit card and other types of FSA claim submission.	
	Aetna Medical	Number of employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
	Highmark	Number of employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
	Express Scripts, Inc.	Number of employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
	Dominion Dental	Number if employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
	Delta Dental	Number if employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
	EyeMed	Number if employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:

#	Minimum Requirement	Response
		Description of arrangements supporting auto-substantiation for FSA claims:
	Other	Number of employer clients as of 1/1/2018: Description of arrangements supporting auto-substantiation for FSA claims:
4.41	When a member purchases both eligible and ineligible OTC products, are multiple transactions required?	

## 5.0 Pre-Tax Commuter Administration

(Note: Bids on FSA and PTC services only will not be accepted)

#	Minimum Requirement	Response
5.01	Confirm that you can administer PTC benefits in accordance with IRS regulations.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.02	For the pre-tax commuter program, please confirm that your organization accepts the term that the State holds the funds in-house after payroll deduction until such time as a request is made to issue a voucher/fare media or a reimbursement request is made.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.03	Confirm you have the administrative capabilities to:	
	a. Match the State's PTC payroll schedule (see Appendix R, <i>PTC Payroll Deduction Coverage Schedule</i> ).	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Accept an Excel file (Appendix R, <i>PTC Payroll Deduction Coverage Schedule</i> ) from the State's current fleet program.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Confirm you can accept the paper process, and if you have online capabilities, please describe them.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	d. Administer PTC benefits for contract and casual/seasonal employees.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.04	How do employees make monthly pass/voucher requests?	(Pick one of the following) <input type="checkbox"/> Online <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Other
5.05	What is your procedure for handling requests for vouchers from terminated employees?	
5.06	How are passes and vouchers distributed?	
5.07	What is your process for reporting and managing lost or stolen passes/vouchers?	

#	Minimum Requirement	Response
5.08	Please confirm that your organization will work to develop relationships, or continue established relationships, with parking garages in the City of Wilmington at which a significant number of State employees park and attempt to develop, or continue, direct-pay arrangements.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.09	Please confirm that your organization has an online web portal where employees can change or cancel their PTC enrollment at any time (except for van pool and fleet services).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.10	Please confirm that your organization will provide a year-end forfeiture report, bi-weekly discrepancy reports, and ad hoc reports as requested.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.11	Do enrollments carry over from month to month, or is re-enrollment required? From year to year?	
5.12	Can you accept enrollment for amounts over the tax limit, and allow additional purchases over the tax limit on an after-tax basis?	
5.13	Are there any cases where an employee forfeits money in the plan? Please describe.	
5.14	How do you stay current with IRS regulations and notify participants and the plan sponsor of such changes?	
5.15	Can you support both pre-tax and post-tax payroll deductions?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
5.16	Confirm your program supports both commuter debit cards and transit pass/voucher functionality. Describe your administrative capabilities for each.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
5.17	How do you ensure that the card is not used for ineligible items/services? How do you determine whether an ineligible item/service has been purchased? What is the process for correcting a situation where an ineligible item has been purchased?	
5.18	Describe your processes related to member requests for reimbursements, including any expense substantiation or documentation requirements, payment methods available to employees, frequency of reimbursement, average turnaround times for reimbursement, time limitation, etc.	
5.19	Describe any arrangements that you have with contracted parking vendors located in the City of Wilmington. How is reimbursement handled? Voucher system, debit cards, or cash reimbursement? Do any offer discounts that would be passed to our employees?	

#	Minimum Requirement	Response
	If you are awarded the contract and would be developing those relationships, please include your implementation process in your detailed timeline.	
5.20	What percentage applies to each method? How many parking vendors are located in the City of Wilmington that are not under contract with your company? Would you be willing to risk performance guarantees on obtaining contracts with these vendors?	
5.21	The State would like to reduce risk of loss from terminated employees. Please address the steps you take to reduce this risk.	
5.22	Describe your banking/funding procedures and flow of funds (include flowchart). Please include a description of your process for reconciliation of funding (employee deductions) versus paid claims with the State of Delaware.	

## 6.0 COBRA Administration

#	Minimum Requirement	Response
6.01	Please describe your standard COBRA administration services.	
6.02	Confirm you administer COBRA in full compliance with the requirements of Federal and State law and regulations.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
6.03	Confirm you can administer COBRA manually, without an automated file feed. If yes, please describe the following:	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	a. Your administrative process for a manual system.	
	b. What would you require to coordinate enrollment data between your company and the State?	
6.04	Describe how you would automate the State's COBRA administration processes, since the State currently has a manual enrollment process in place.	
6.05	Please confirm that your organization can accept paper enrollment forms for COBRA administration through the year.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
6.06	Please confirm that your organization has strict policies and procedures in place for the protection of client and member Protected Health Information (PHI) and to avoid security breaches under the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. Please describe in detail your program, policies and procedures.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
6.07	Please confirm that you will act as Plan Administrator as defined by federal regulations and your processes, notices, systems and reporting will be in full compliance with COBRA and HIPAA federal and state continuation requirements. Also confirm that any fines related to non-compliance will be your sole responsibility.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
6.08	<p>Confirm that your system is able to handle multiple coverage termination rules depending on the type of Qualifying Event (QE). Also, confirm if manual intervention is possible or needed.</p> <p>The State requires that coverage terminates at the end of the month for all QEs except:</p> <p>a. Coverage terminates the day after the effective date of a divorce;</p> <p>b. Coverage terminates the day after a COBRA beneficiary's date of death; and</p> <p>c. Coverage for the ex-spouse of a retiree covered by a Medicare supplement plan with or without prescription coverage will terminate on the last day of the month in which the divorce is final.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed. Please describe your capabilities in this area.  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
6.09	Confirm that your system is able to administer all other Eligibility and Enrollment Rules (available online at: <a href="https://de.gov/statewidebenefits">https://de.gov/statewidebenefits</a> ). Please describe your capabilities in this area.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
6.10	<p>Unless you have an alternative solution, please confirm the following:</p> <p>a. Please confirm that your organization can maintain separate, secured, and individual access to your online portal by benefit representatives for each employer group/unit. In other words, a benefit representative would be able to see only their group's employees and covered dependents along with a "waiting" or "enrolled" status. Additionally, SBO designated staff must have central/all access.</p> <p>b. Please confirm the State will be able to track and identify (real-time or through ongoing reports) ongoing and new members of the COBRA administration team with access to State of Delaware Employee's Protected Health Information (PHI) and Personally Identifiable Information (PII).</p> <p>c. Please confirm that your organization has online capability to accept qualifying event notices electronically (via web-based services) from the State and that remote access will be provided to the State's benefit</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p> <p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	representatives (approximately 300 in total) to update information and enter qualifying event notices.	
	d. If you have an alternative solution, please describe.	
6.11	Describe your processes and resources available for staying on the forefront of legislation changes such as PPACA and other legislation that impacts COBRA administration (like ARRA). Also describe how you keep your clients informed of such changes.	
6.12	Please describe your member notification procedures.	
6.13	Describe the level to which COBRA notifications, monthly invoices, and annual enrollment notifications can be customized for the State.	
6.14	Do you assume COBRA coverage is declined if no response is received upon expiration of election period or do you send a formal notice confirming declination of coverage?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
6.15	During annual enrollment, do you distribute enrollment letters and packages to all COBRA participants? Please itemize the materials included in the package and any separate communications that are provided to participants who have not yet made their COBRA continuation election (meaning participants who are still in the COBRA election period).	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, describe <input type="checkbox"/> No
6.16	How do you notify COBRA participants of rate changes and plan design changes? Are these materials available for the State to review and customize?	
6.17	Please list and describe all services and reasons for COBRA notices for member. Please provide copies of the COBRA notices.	
6.18	Please respond to the following billing/banking-related questions:	
	a. How will the State be billed for administrative fees?	
	b. Do you retain the 2% charge in addition to administrative fees?	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Describe your monthly premium collection and reporting procedures and any differences for insured premiums versus self-funded ASO fees.	
	d. Is the initial monthly invoice prorated based on the date which COBRA continuation is elected?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, describe <input type="checkbox"/> No
	e. Do the monthly invoices detail the coverages enrolled or just a total monthly cost?	
	f. How are COBRA premiums collected and deposited? Do you offer any online/electronic premium payment options?	
	g. Describe how you handle the banking arrangements for the participants' COBRA premiums and distribution. What type of accounts you would propose for the State	

#	Minimum Requirement	Response
	and what is your strategy for eliminating or minimizing banking fees?	
	h. Detail your reconciliation responsibilities and procedures for COBRA participant billing. The State will require that all reconciliations be performed by the selected vendor.	
6.19	Please confirm your standard COBRA administration if a participant elects COBRA upon termination of employment (for example, on January 5th) and then becomes Medicare-eligible sometime after that date (for example, a few months later on August 1st). Is the participant allowed to continue his/her COBRA medical coverage? What information is shared with the COBRA participant, if anything?	
6.20	How do you monitor turnaround time to ensure that COBRA notifications are sent to COBRA qualified participants within the required fourteen (14) day time frame? Also conversion/continuation timeframes?	
6.21	Please describe all data elements that your COBRA administration system can capture and track. Can reports be queried by any of these data elements?	
6.22	Will there be end-user access logs to your system for both benefit representatives and COBRA participants? For example, John Doe logged in at 4:55 p.m. on Saturday and accessed these specific records.	
6.23	How long do you maintain beneficiary eligibility, enrollment and premium payment records online?	
6.24	How do you maintain COBRA history (e.g., hard copy, online)? How do you access COBRA history?	
6.25	In the event the COBRA administration is terminated, what are the procedures for continuing to handle qualifying events that occurred prior to termination?	
6.26	The State has a contractual agreement to provide retiree medical services to a closed group of retirees from a division of the State that was recently divested (Diamond State Port Authority). As part of this process, the State must also provide COBRA administrative services to this closed group. Currently, there are 9 retirees and 2 spouses; all but two of them are enrolled in the State's Medicfill plan, which is a Medicare Supplement plan. The remaining two plan participants are enrolled in the State's non-Medicare retiree medical plans. Please confirm that you will be able to administer COBRA for this group as part of the broader COBRA services you would provide to the State. If there are any additional fees for COBRA administration for this group, please confirm and indicate those fees within your response to Appendix Q, <i>Fee Quote</i> .	

## 7.0 Incumbent Minimum Requirements

Note – to be completed only if you are the incumbent vendor.

#	Minimum Requirement	Response
7.01	<p>Run-out Claim Processing:</p> <p>In the event that the State does not award you the FSA/PTC program or COBRA administration (as applicable) on an ongoing basis starting 1/1/20, please confirm that you will agree to administering run-out claims for the 2019 plan year. If there are any fees associated with your agreement to do this, please note them on Appendix Q, <i>Fee Quote</i>.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

## 8.0 Financial

#	Minimum Requirement	Response
8.01	<p><u>Fee Quote:</u></p> <p>a. Please confirm that on the <i>Fees Quote</i> form, Appendix Q, you provided rates and fees for a three and a half (3.5) year contract period beginning effective January 1, 2020. The vendor must guarantee the contract period rates and fees through June 30, 2023, with a rate cap for two (2) additional optional one-year periods that may be exercised at the discretion of the SEBC. The rate caps must be expressed as a percentage increase from the prior year's rates.</p> <p>b. Please confirm that all charges are stated on the <i>Fee Quote</i>, Appendix Q, including any optional services you provide that were not requested by the State of Delaware. If you include a fee in your response to any question, or state there is no fee, that information must be noted on the Fee Quote form. If a fee is not included on the form, it will be assumed there is no fee for that service, whether or not a question reminds you to include a fee on the Fee Quote form.</p> <p>c. Please confirm that the fees in your bid (for all services) are valid for a minimum of 180 days from submission of proposal.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
8.02	<p><u>Payment of Start-up Costs:</u></p> <p>If you are selected as the winning bidder, please confirm that you would not require payment of any start-up costs from the State prior to the effective date of the program. Payment of costs or services prior to the effective date of the contract is prohibited by State statute.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
8.03	<p><u>Firm Quote:</u></p> <p>Please confirm that the rates or fees quoted in your organization's proposal are firm and will not be recalculated</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	based on actual enrollment as of the effective date of the contract.	
8.04	<u>Advance Funding:</u> Please confirm that your organization agrees that if in the normal course of business, it, or any other organization with which the Bidder has a working arrangement, chooses to advance any funds that are due, to any provider, subsidiary or subcontractor, the cost of such advance must not be charged back to the State except the State must reimburse Bidder within the confines of the provisions of a contract.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.05	<u>Non-Appointment of Agent or Broker:</u> Confirm that you agree not to appoint any agent, general agent, or broker, nor authorize payment of any kind to a party not approved in writing by the State. In addition, please confirm that commission percentages, brokerage or contingent fees are not payable to any agent or broker by the State of Delaware.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.06	<u>Itemized Invoicing:</u> Please confirm that your organization will submit to the State on its invoice an itemization of the charges and fees, and credit for services provided in the administration of the services. Please also confirm your ability to invoice the State on a monthly basis.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.07	<u>ACH Processing:</u> Please confirm your organization's acceptance that any payments made by the State of Delaware will be by Automated Clearing House (ACH) as per its ACH processing procedures.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.08	<u>Performance Guarantees:</u>	
	a. Please confirm your organization is willing to accept the State's performance guarantees and fees at risk, at minimum, as listed in Appendix C. If you propose higher penalties than the minimums, please indicate those by using a strikeout font and insertion.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Please confirm your organization's willingness to negotiate financial and non-financial performance guarantees.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.09	Please confirm your organization's acceptance that the term of the contract between the successful organization and the State will be for three and a half (3.5) years and may be renewed for two (2) additional one-year extensions at the discretion of the SEBC.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
8.10	Confirm your proposal for the FSA program specifically includes a rate cap for years 2 and 3 and optional years 4 and 5. Please note that the "first year" includes 18 months (the 6 months of the short year and the 12 months of year 1).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

## 9.0 Legal

#	Minimum Requirement	Response
9.01	<p><u>Non-Solicitation of Program Participants:</u> Please confirm that your organization will not use the names, home addresses or any other information obtained about participants of the programs for the purpose of offering for sale any property or services that are not directly related to services negotiated in the RFP without the express written consent of the State.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.02	<p><u>Contract Termination:</u> Please confirm your organization agrees that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.03	<p><u>Offshoring:</u> Please confirm your acceptance that an activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities may be performed at satellite facilities such as a foreign office or division. Subcontractors are also subject to this provision.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.04	<p><u>Persons Substantially Involved in Contracting Activities:</u> Please confirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.05	<p><u>Delaware Business License:</u> Please state whether your company is appropriately licensed to do business in the State of Delaware and provide a copy of the license, or, confirm that prior to the execution of a contract, you would initiate the process of an application. Confirm your understanding that work cannot begin until your organization has a valid State of Delaware business license.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.06	<p><u>Negligent Performance:</u> Please confirm that your organization is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.07	<p><u>Subcontractors – Not Employees of the State of Delaware:</u></p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed</p>

#	Minimum Requirement	Response
	Please confirm that your organization and any subcontractors, agents or employees employed by you shall not, under any circumstances, be considered employees of the State and they shall not be entitled to any of the benefits or rights afforded employees of the State.	<input type="checkbox"/> Not confirmed, explain
9.08	<p><u>Workers' Compensation Claims:</u></p> <p>Please confirm that your organization is operating as an independent contractor and shall maintain insurance that will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.</p>	<p><i>(Pick one of the following)</i></p> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.09	<p><u>Insurance Coverage:</u></p> <p>If the contractual service requires the transportation of State employees, the vendor shall secure at its own expense the following coverage;</p> <ul style="list-style-type: none"> <li>i. Automotive Liability (Bodily Injury)\$100,000/\$300,000.</li> <li>ii. Automotive Property Damage (to others) \$25,000.</li> </ul> <p>Additionally, the successful vendor must carry the following coverage:</p> <ul style="list-style-type: none"> <li>a. Comprehensive General Liability \$1,000,000 per person / \$3,000,000 per occurrence and/or</li> <li>b. Professional Liability \$1,000,000 per person / \$3,000,000 per occurrence and/or</li> <li>c. Miscellaneous Errors and Omissions (E&amp;O) \$1,000,000 per person / \$3,000,000 per occurrence.</li> </ul> <p>If you believe that a type of coverage would not apply to your service, please explain. If awarded the contract, the State of Delaware shall NOT be named as an additional insured.</p> <p>As an exhibit, please provide a copy of your certificate of insurance with the appropriate types and coverage levels. At this time, you may or may not provide a copy of your certificate of insurance with the appropriate types and coverage levels, but, if awarded the contract, please confirm your understanding that you must provide a copy of your certificate of insurance before any work is done pursuant to the terms in the RFP and resulting contract.</p>	<p><i>(Pick one of the following)</i></p> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.10	<p><u>Non-Solicitation of State Employees:</u></p> <p>Please confirm that upon termination of a contract your organization will not solicit any State employee for any services or products without the explicit written permission of the State.</p>	<p><i>(Pick one of the following)</i></p> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.11	<p><u>Non-Assignment:</u></p>	<p><i>(Pick one of the following)</i></p>

#	Minimum Requirement	Response
	<p>Please confirm your understanding that any of the functions to be performed under a contract, if awarded, shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then the contract shall terminate upon the effective date of said assignment.</p>	<input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.12	<p><u>Indemnification:</u></p> <p>a. <b>Please confirm your organization’s acceptance of the following indemnity paragraphs. For your response, if you do not accept this indemnity paragraph as written, you must provide a redline of suggested changes. Be advised that the State cannot agree to major changes.</b></p> <p>Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of (A) the negligence or other wrongful conduct of the vendor, its agents or employees, or (B) vendor’s breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) vendor shall have been notified in writing by the State of any notice of such claim; and (ii) vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.</p> <p>The State shall not indemnify the Vendor in the contract awarded under this RFP or any related contract. Vendor shall not request the State to indemnify or provide quasi-indemnification under any contract. An example of an unacceptable quasi-indemnification provision is:</p> <p>The State asserting it is without legal authority to agree to such indemnification, acknowledge that Vendor, on behalf of itself and any affiliate, reserves such rights as it may have to obtain reasonable compensation from the State, against any loss, damage, costs of suit or other expenses resulting from the improper use or disclosure of data or any breach of this Agreement by State.</p>	<p><i>(Pick one of the following)</i></p> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	<p>b. <b>(This paragraph is not a duplicate – see bolded phrase.) Please confirm your organization’s acceptance. For your response, if you do not accept this indemnity paragraph as written, you must provide a redline of suggested changes. Be advised that the State agree to major changes.</b></p>	<p><i>(Pick one of the following)</i></p> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	<p>Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, including any claims or expenses with respect to the resolution of any <b>data security breaches/ or incidents</b>, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of (A) the negligence or other wrongful conduct of the vendor, its agents or employees, or (B) vendor’s breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) vendor shall have been notified in writing by the State of any notice of such claim; and (ii) vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.</p>	
9.13	<p><u>Contract Termination</u> – Please confirm your organization’s agreement that:</p> <p>a. The contract may be terminated for convenience by the successful firm with 180 days written notice to the State.</p> <p>b. The vendor can terminate the contract for cause with written notice to the State of no less than 180 days.</p> <p>c. The State can terminate the contract for cause with written notice to the vendor of no less than thirty (30) days. The State anticipates the vendor will be given the opportunity to cure any default in performance well in advance of a notice of termination.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
9.14	<p><u>Non-Discrimination:</u></p> <p>If your company is awarded the contract, please confirm your agreement that performing the services subject to this RFP, as set forth in 19 Del. C. § 710, you will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
9.15	<p><u>Entire Agreement:</u></p> <p>Please confirm your organization’s acceptance: The RFP and the executed Contract between the State and the successful organization will constitute the Contract between the State and the organization. In the event there is any discrepancy between any of these contract documents, the following order of</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	documents governs so that the former prevails over the latter: contract, State of Delaware’s RFP. No other documents, including your bid response, will be considered. These documents contain the entire agreement between the State and the organization.	
9.16	<p><u>Vendor Invoices (COBRA only):</u> Please confirm your organization’s acceptance: The payment of an invoice for administration fees by the SEBC shall not prejudice the SEBC’s right to object or question any invoice or matter in relation thereto. Such payment by the SEBC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Vendor’s invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the SEBC, based on audits, to not constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.17	<p><u>Use of the State’s Name in Advertising or Sales Materials:</u> Please confirm that your organization will not use the State’s name, either express or implied, in any of its advertising or sales materials without the State’s express written consent.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.18	<p><u>Background Check Provisions:</u> If your company is awarded the contract, please confirm your understanding that pursuant to 29 Del. C. § 6909B and effective November 4, 2014, the State does not consider the criminal record, criminal history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check provisions. Vendors can refer to 19 Del. C. § 711(g) for applicable established provisions.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.19	<p><u>Laws of the State of Delaware:</u> Please confirm your acceptance that in the event of any dispute under a contract, you consent to jurisdiction and venue in the State of Delaware and that the laws of the State of Delaware shall apply to the contract except where Federal law has precedence.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.20	<p><u>State’s Right to Pre-Approve Releases about this Solicitation:</u> Please confirm your acceptance that the State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, if awarded, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
9.21	<p><u>Account Management Team Selection:</u>  The State acknowledges that a contractor has the right to exercise full control over the employment direction, compensation and discharge of all persons employed by the contractor in the performance of services for their clients. However, please confirm that, if awarded the contract, your organization will attempt to honor the State’s request for specific individuals to be assigned to managerial roles in all areas of account management.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.22	<p><u>Pending Litigation:</u>  Please confirm that, if awarded the contract, your organization will provide a written report no later than forty-five (45) days following the close of each quarter which shall describe any judgment or settlement or pending litigation involving Contractor that could result in judgments or settlements in excess of One Hundred Thousand Dollars (\$100,000). Alternatively, if your company is publicly traded, please provide the website of the SEC 10-Q and 10-K filing.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>
9.23	<p><u>Compliance with Laws:</u></p> <p>a. Please confirm that your company complies with all federal, state and local laws applicable to its activities and obligations including:</p> <ul style="list-style-type: none"> <li>i. the laws of the State of Delaware;</li> <li>ii. the applicable portion of the Federal Civil Rights Act of 1964;</li> <li>iii. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;</li> <li>iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and</li> <li>v. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.</li> <li>vi. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).</li> <li>vii. Electronic Data Interchange (EDI) Rule</li> <li>viii. Privacy laws</li> </ul> <p>If awarded the contract, your organization will keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws during its performance of the work. If your organization fails to comply with (a) through (e) of this paragraph, the State reserves the right to terminate the contract or consider the Contractor in default.</p>	<p><i>(Pick one of the following)</i>  <input type="checkbox"/> Confirmed  <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	b. Please confirm that your organization will perform nondiscrimination testing annually as required by the IRS. Additionally, please explain your process.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Please confirm your acceptance that you will provide copies of all correspondence to all regulatory agencies that apply to FSA, PTC and COBRA programs.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.24	<u>Monthly Invoicing:</u> Please confirm your acceptance that, if awarded the contract, Contractor shall submit monthly invoices to the State in sufficient detail to support the services provided during the previous month. The State will not pre-pay for services. Additionally, the State has no obligation to pay for COBRA premiums required by this employee-pay-all benefit. The State agrees to pay those invoices within thirty (30) days of receipt. In the event the State disputes a portion of an invoice, the State agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of the State's position on the disputed portion of the invoice within thirty (30) days of receipt. The State's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Contractor to charge interest on the overdue portion at the rate of 0.5% per month.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.25	<u>Payment of Expenses:</u> Please confirm your acceptance that, if awarded the contract, unless provided otherwise in an Appendix, all expenses incurred in the performance of the services, including communications and administration, are to be paid by Contractor.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.26	<u>State as a Sovereign Entity:</u> Please confirm your understanding and acceptance that the State is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.27	<u>Non-Appropriation of Funds:</u> Please confirm your understanding and acceptance that the validity and enforcement of a contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the State may immediately terminate the contract, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

9.28	<u>Non-Collusion Statement:</u> Please confirm you have filled out the <i>State of Delaware Non-Collusion Statement Form</i> , Appendix A, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.29	<u>Responses Exceptions Tracking:</u> Please confirm you have filled out the <i>Responses Exceptions Tracking Form</i> , Appendix B, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.30	<u>Performance Guarantees:</u> If awarded the contract, please confirm your organization’s willingness to enter into performance guarantees. Please follow the instructions in Appendix C and include the completed <i>Performance Guarantees</i> form in your bid package. <b><i>If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance.</i></b>	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.31	<u>Officer Certification Form:</u> Please confirm you have filled out the <i>Officer Certification Form</i> , Appendix D, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.32	<u>Subcontractors – Subject to all Contract Terms:</u> The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor. This includes graphics, mailing, and printing services, for example. Subcontractors are subject to all the terms and conditions of the RFP and the SEBC reserves the right to approve any and all subcontractors. If a subcontractor(s) is involved, note in your response to this question and complete Appendix F, <i>Subcontractor Information Form</i> , included herein for each subcontractor. The company OSD classification information is for self-identification only. Each vendor is required to submit the forms for their subcontractors. For example, if each vendor uses a printing company, each vendor needs to submit a form for their printing company.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.33	<u>Employing Delawareans Report:</u> Please confirm you have filled out the <i>Employing Delawareans Report</i> , Appendix G, and included it in your bid package. (The number of Delawareans employed by your organization are not taken into consideration during the evaluation or scoring of your bid.)	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.34	<u>Financial Ratings Form:</u> Please confirm you have filled out the <i>Financial Ratings Form</i> , Appendix H, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.35	<u>Software Inventory Form:</u> Please confirm you have filled out the <i>Software Inventory Form</i> , Appendix I, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
9.36	<u>Business Associate Agreement:</u> If you are an incumbent, please confirm your understanding that the BAA that is on file will continue to be in effect and will not	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

	be re-negotiated. For non-incumbents, please confirm you will enter into the agreement, Appendix K. If you have suggested changes, please provide the document with redlines. <b>However, please be advised that the State will not consider major changes.</b>	
9.37	<u>Changes/Modifications to the Agreement:</u>	
	a. Please confirm your organization’s agreement with the State’s right to modify the benefit design for both or either programs during the contract period with reasonable notice and if permissible under State and federal laws.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Willingness to supply the State with renewal information and/or contract amendments at least 150 days prior to renewal	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	d. Please confirm that significant changes that could negatively impact employees/participants may only take effect annually on the anniversary of the plan effective date or as permissible under State and federal law. Such changes must be communicated in writing with a sixty (60) days’ written notice to employees and ninety (90) days’ notice to the Statewide Benefits Office.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

## IV. Questionnaire

### Instructions:

**!!! IMPORTANT !!!**

A. **Responsiveness** –

- Generic responses or stock answers that do not address State-specific requirements will be deemed unresponsive.
- “Will discuss” and “will consider” are not appropriate answers.
- All questions are important to the State and therefore you may not answer that a topic is not applicable unless you specifically state why it is a service that does not apply for the plans or programs you are proposing.

B. **Respond to Each Question** –

- If a question is repeated in multiple sections and your answer is the same, do not refer to your answer in another section but copy it under each question.
- DO NOT LEAVE A RESPONSE BLANK! You must acknowledge that you feel the item does not apply and provide a reason why! Otherwise, we will need to ask you to reply in a follow-up question.

C. **Fees or Costs** – Fees or costs that are not included in your bid and stated on the appropriate appendices (forms) will not be considered by the State. A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate appendix or form, will not be considered! You must document ALL fees and costs in Appendix Q, *Fee Quote*.

D. **Numbering** – Please do not change the numbering of a question, even if there is an error in the sequence or a duplication.

E. **Checkboxes and Long Responses** – The checkbox format does not work, so please bold the selection. If the response is more than a few sentences long, please insert your response below the question and not in the third column so that the electronic and hard copy document is more manageable. Use your best judgment for easy readability.



**A. Bidder Profile – All Services (FSA, PTC and COBRA)**

#	Question	Response
A.1	<p>Please provide a brief history of your company. Include a summary of your status with respect to any past (within the last five (5) years), current, or prospective mergers and acquisitions.</p> <p>For projected mergers, acquisitions or reorganization planned for your organization, please include:</p> <p>a. The process and timing to complete that integration</p> <p>b. Confirm if projected events are reflected in your proposal</p> <p>c. Confirm if and how would the State of Delaware be impacted by such events</p>	
A.2	Describe the ownership of your company.	
A.3	If you have a parent company, how do you fit into its organization?	
A.4	Does your company have any plans for organizational restructuring in the next two years?	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes, explain</p> <p><input type="checkbox"/> No</p>
A.5	Summarize any legal actions taken against your company in the past three years, including number of suits, causes of action, and amount of any monetary settlement or judgment.	
A.6	How would you handle State Holidays and emergency closings for the State of Delaware offices/banks in terms of payment by State or to members? Confirm your willingness to deviate from the typical timeframe for payments which may be impacted by holidays, emergency closings, fiscal year start-up or unforeseen circumstances.	
A.7	Confirm that State data will be made available to the State or its authorized agents for purpose of an audit. What, if any, restrictions would apply?	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
A.8	State if your company currently provides any services, directly or indirectly, to any of the following vendors. If so, provide a full description of services provided and whether or not you feel they represent a conflict of interest or potential conflict of interest.	
	a. Highmark Delaware (Blue Cross Blue Shield of Delaware)	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes, explain</p> <p><input type="checkbox"/> No</p>
	b. Aetna	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes, explain</p> <p><input type="checkbox"/> No</p>
	c. Express Scripts, Inc.	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes, explain</p> <p><input type="checkbox"/> No</p>
	d. Dominion Dental	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes, explain</p> <p><input type="checkbox"/> No</p>

#	Question	Response
	e. Delta Dental	(Pick one of the following) <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
	f. EyeMed Vision Care	(Pick one of the following) <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
	g. Application Software, Inc. dba "ASI" or "ASI Flex"	(Pick one of the following) <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
	h. IBM fna IBM Watson Health fna Truven Health Analytics (for their data warehousing product only)	(Pick one of the following) <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
A.9	How many public sector clients do you serve in total?	
A.10	Do you offer other optional, value-added services that support FSA, PTC and/or COBRA administration? If so, please describe these services and the associated costs (and add these optional fees to your response to Appendix Q, <i>Fee Quote</i> ). Please note any services/products you offer in support of annual open enrollment activities.	
A.11	Why should the State of Delaware procure FSA, PTC and COBRA administrative services through your company? What sets your company apart from others offering similar services?	
A.12	Are you willing to offer bundled pricing for all three programs (FSA, PTC, COBRA) or would the COBRA notices/administration be priced separately based on the industry standard?	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

## B. Flexible Spending Account (FSA) Administration

### 1.0 General Administration

#	Question	Response
B.1.1	How will your organization assist the State in increasing FSA program participation? Please provide a brief response specific to the State's unique situation.	
B.1.2	Upon termination of the contract, how long will issues/questions be addressed for employees and the State? What provisions would be made to provide requested documentation to the State from the beginning to the end of the contract?	

## 2.0 Eligibility and Enrollment

#	Question	Response
B.2.1	What is your cut-off for accepting retroactive FSA eligibility additions and terminations?	(Pick one of the following) <input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> Other, explain
B.2.2	Do you have a minimum participation requirement for the FSA? If so, how many? What would happen at the end of each enrollment period if the minimum were not achieved?	(Pick one of the following) <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
B.2.3	Please describe your online enrollment process for Open Enrollment.	
B.2.4	Some of the State's current vendor partners can accept participants' enrollment elections via a single sign-on electronic link between the State's online enrollment platform and the vendor partners' enrollment systems. This is not currently set up with the State's FSA administrator, but it is a capability that the State is interested in exploring further. Do you have the ability to support FSA enrollment (initial and/or change processing) in this way? If so, please describe your capabilities, and note any fees associated with establishing this process (including single sign-on) within Appendix Q, <i>Fee Quote</i> . Would you be willing to offer an implementation allowance/credit to help offset any third party vendor fees associated with implementing this automation?	
B.2.5	Please describe any automated services available to employees regarding their accounts (e.g., voice response).	

## 3.0 Plan and Claims Administration

#	Question	Response
B.3.1	Please provide the following for all the proposed FSA member services office(s). Percentage (%) of claim reimbursement requests for which check was mailed within:	
	a. 7 calendar days of receipt	
	b. 5 calendar days of receipt	
	c. Average percent of claims handled via auto-rollover by your organization	
	d. Processing accuracy	
	e. Financial Accuracy	
	f. Overall Accuracy	
	g. Payment Incidence Accuracy	

## 4.0 Debit Card Capabilities

#	Question	Response
B.4.1	Please complete the following charts by describing how an FSA claim transaction/substantiation works in each scenario: Scenario 1 - Pharmacy Claims at Walgreens, Target, or other Major Pharmacy/Retailer with IIAS in place	
	a. Employee purchases prescriptions at pharmacy with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	
	b. Employee purchases qualified OTC products (e.g., diabetic supplies) with his/her prescription with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	
	c. Employee purchases a non-qualified product (e.g., aspirin, cough medicine, DVDs, milk, magazines) with his/her prescription with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
B.4.2	Please complete the following charts by describing how an FSA claim transaction/substantiation works in each scenario: Scenario 2 - Pharmacy Claims at local neighborhood pharmacy or retailer, without IIAS	
	a. Employee purchases prescriptions at pharmacy with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	
	b. Employee purchases qualified OTC products (e.g., diabetic supplies) with his/her prescription with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	
	c. Employee purchases a non-qualified product (e.g., aspirin, cough medicine, DVDs, milk, magazines) with his/her prescription with the debit card	

#	Question	Response
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
B.4.3	Please complete the following charts by describing how an FSA claim transaction/substantiation works in each scenario: Scenario 3 - Medical Claims at a provider (physician, physical therapy, fitness center, on-site health center, etc.)	
	a. Employee pays copay or coinsurance with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	
	b. Employee purchases non-qualified gym membership or other fitness center goods/services with the debit card	
	i. Card/Transaction accepted or denied at Point of Sale? Additional form of payment required?	
	ii. Auto substantiated?	
	iii. Member submits paperwork?	
	iv. Processing? (Overnight/Real time?)	

### C. COBRA Administration

#	Question	Response
C.1	How would you propose to automate the eligibility/enrollment file processes for the State? This includes inbound eligibility file feeds from the State and an outbound enrollment file from the COBRA vendor to the State's other health care vendors. What are the minimum data requirements and the potential costs to do so? If there are costs, please remember to document those on Appendix Q, <i>Fee Quote</i> .	
C.2	If the State were to automate the process of sharing enrollment/eligibility data for COBRA, would the State's benefit representatives play a role in managing the process going forward? If so, what that role would entail?	
C.3	Please describe how you could support the SBO in training State and Non-Payroll groups' benefits representatives on protocols for maintaining security and controlled access to COBRA participant data.	
C.4	Currently, Social Security Numbers for dependents (i.e., not primary subscribers) are unmasked on the COBRA vendor's reporting to the SBO, and the incumbent COBRA vendor does not have a way to mask dependent SSN while the primary subscriber SSN remains visible. (Aetna and	

#	Question	Response
	Highmark only require SSN for the primary subscriber.) This creates additional administrative effort on the part of the SBO to scrub the enrollment data of dependent SSNs prior to transmitting it to the health care vendors and both SSNs for dental and vision. Please describe any capabilities you may have to include masked Social Security Numbers for dependents while retaining full visibility of the SSN for primary Aetna and Highmark subscribers. Are there any costs associated with this? If so, please include in your response to Appendix Q, <i>Fee Quote</i> .	
C.5	While the State administers all HIPAA notices today, do you have the ability to provide HIPAA New Hire Notices to State employees and school districts as part of the onboarding process? If so, would you require any additional information beyond the eligibility data provided to you, and would there be an additional fee for this? If so, please note the fee in your response to Appendix Q, <i>Fee Quote</i> .	

#### **D. Health Savings Account (HSA) Administration**

#	Question	Response
D.1	Please describe, at a high level, your capabilities for administering health savings accounts.	
D.2	Please describe the following processes:	
	a. Describe how employer deposits to the health savings account are processed.	
	b. How can employees deposit funds into the health savings account?	<i>(Pick one of the following)</i> <input type="checkbox"/> Through employer sponsored payroll deductions, pre-tax <input type="checkbox"/> Through employer sponsored payroll deduction after-tax <input type="checkbox"/> Mail check <input type="checkbox"/> Cash deposit <input type="checkbox"/> Electronic transfer from personal bank accounts <input type="checkbox"/> Telephonic transfer of personal funds <input type="checkbox"/> Other, explain
	c. After an employee deposits funds into a health savings account, how quickly are the funds posted to the employee's account?	

#	Question	Response
D.3	What is the IT platform/system you use to administer health savings accounts? And do you plan to modify/migrate any key health savings account administration platforms within the next 24 months? If yes, which systems and when?	<p><i>(Pick one of the following)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Standalone system for Health Savings Accounts</li> <li><input type="checkbox"/> Shared system with Flexible Spending Accounts</li> <li><input type="checkbox"/> Shared system with Health Reimbursement Accounts</li> <li><input type="checkbox"/> Other Internal System (specify)</li> <li><input type="checkbox"/> Subcontracted System (specify)</li> </ul> <p><i>(Pick one of the following)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Yes, explain</li> <li><input type="checkbox"/> No</li> </ul>
D.4	Can your organization currently administer health savings account deposits/incentives based on the completion of wellness type programs offered by other vendors? How long will it take for you to credit the individual accounts and how soon will this be updated on the website?	<p><i>(Pick one of the following)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Yes, explain</li> <li><input type="checkbox"/> No</li> </ul>
D.5	Do you currently accept electronic data feeds from multiple vendors indicating wellness program participation tied to health savings account incentive deposits? If so, which vendors?	<p><i>(Pick one of the following)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Yes, explain</li> <li><input type="checkbox"/> No</li> </ul>
D.6	Are you able to track incentive earnings and use of incentive funds separately from employer or employee funding amounts and display this on the member's online account, if requested?	<p><i>(Pick one of the following)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Yes, explain</li> <li><input type="checkbox"/> No</li> </ul>
D.7	Please indicate which health savings account transactions can be fully outsourced to your organization and whether the transactions can be processed electronically vs. requiring some form of intervention and/or support by the SBO.	<p><i>(Pick all that apply)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Health savings account enrollment</li> <li><input type="checkbox"/> Health savings account contributions</li> <li><input type="checkbox"/> Investment transfers/exchanges</li> <li><input type="checkbox"/> Distributions/withdrawals to active participants</li> <li><input type="checkbox"/> Distributions to terminated participants (rollovers, lump-sum, systematic payments/installments)</li> </ul>
D.8	Indicate the methods available for members to access health savings account funds.	<p><i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Debit card</li> <li><input type="checkbox"/> ATM</li> <li><input type="checkbox"/> Online banking</li> <li><input type="checkbox"/> Checks</li> <li><input type="checkbox"/> Other, explain</li> </ul>

#	Question	Response
D.9	Do you recommend that HDHP medical claims automatically draw funds from the health savings account?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
D.10	Can you administer automatic claim submission from the HDHP to the health savings account?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
D.11	If not using a debit card, can the member have control of auto-payment/approval to release health savings account funds to providers and/or pharmacies?	<i>(If yes, pick one of the following)</i> <input type="checkbox"/> Yes, annually elected <input type="checkbox"/> Yes, elected/changed at any time <input type="checkbox"/> Yes, elected/changed (specify frequency) <input type="checkbox"/> Not available
D.12	Describe how the health savings account balances will be adjusted for claim/distribution errors (especially if the member liability that is later determined to be less than originally withdrawn).	
D.13	If a participant's distribution exceeds their health savings account balance due to problems synchronizing accounts, how will your organization handle this situation, including participant communication?	
D.14	Confirm that your organization is responsible for all adjustments and reconciliations for the health savings account if an overpayment or underpayment is made.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
D.15	Confirm that your organization will be responsible for identifying and reporting (to the accountholder) non-qualified withdrawals from the health savings account.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
D.16	Will you and your banking partner setup and accept automatic employer contributions for health savings accounts that are "unopened" (e.g., employee enrolls in HDHP but does not complete health savings account enrollment before employer contributions are sent), in order to establish the health savings account?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
D.17	What is the process for member appeals of health savings account balance errors?	
D.18	If sufficient health savings account funds are not available when the member attempts to use the health savings account to pay for an eligible expense:	
	a. Will you allow the member to setup an auto payback feature that completes the payment when health savings account funds become available? (For example, the member attempts to use their HSA to pay for a \$100 claim but only has \$25 available in their account.)	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No
	b. Can the member elect to have the health savings account "sweep" its balances as funds are deposited until the claim is satisfied?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, explain <input type="checkbox"/> No

#	Question	Response
	c. Is there a minimum and/or maximum dollar amount your organization will reimburse a member for in one transaction? If so, what are the amounts?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes Minimum: \$ _____ Maximum: \$ _____ <input type="checkbox"/> No
D.19	Describe all situations where a health savings account could be overdrawn.	
D.20	Confirm if the proposed administration fees are tiered, based on HSA enrollment. If yes, please provide an exhibit outlining all pricing tiers in your response to Appendix Q, <i>Fee Quote</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
D.21	If you administer both HCFSA's and HSAs on behalf of the same plan sponsor, do you offer any support for members who have an HCFSA with an outstanding balance during the grace period and are enrolled in an IRS-qualified high deductible health plan in order to help them manage their eligibility for making/receiving contributions to their HSA?	
D.22	Confirm your ability to administer a Limited Purpose Health Care FSA offered in conjunction with IRS-qualified high deductible health plans with health savings accounts.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

## V. Technical Standards and Security Requirements

**The following minimum requirements are mandatory.** Please carefully read each term and requirement. Failure to meet any of these proposal criteria may result in disqualification of the proposal submitted by your organization.

**If a subcontractor will be accepting file feeds and you are using their platform for your operations,** a set of responses and the appendices must be submitted so that the State can evaluate their data security methods. Please be sure to fill out Appendix F, *Subcontractor Information Form*.

1. Security and Encryption:

Computer, network, and information security is of paramount concern for the State and the Department of Technology and Information.

- a. Threats - The SANS Institute and the FBI have released a document describing the *Top 20 Internet Security Threats*: <http://www.sans.org/critical-security-controls/>. Confirm that any systems or software provided by the contractor are free of the vulnerabilities listed in that document. (A response that security threats are always changing is not acceptable.)

**Response:**

- b. Security measures are required by the State of Delaware for the transmission of its data. Please refer to the following policies and respond:

- i. **The requirement of at least ten (10) characters in a password is strongly preferred but not required.** If you do not have a ten (10) character password in place at this time, please explain why and if and when your organization will be implementing this security measure. (It is applicable for external access to the vendor's secure website by members/participants and the Statewide Benefits Office personnel. It is not a requirement for the vendor's internal data access system.)

The policy document is located at:

<http://dti.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf>

**Response:**

- ii. Vendors that transmit confidential Delaware data via email must use a secure encryption system. Please confirm your organization has this capability and state the system you use. The following requirements apply:

<http://dti.delaware.gov/pdfs/pp/SecureEmail.pdf>

**Response:**

iii. It is the State's preference that confidential Delaware data will not be accessible on a mobile devices, but if so, the following requirements apply:

<http://dti.delaware.gov/pdfs/pp/MobileDeviceEncryptionStandard.pdf>

Please state whether or not Delaware's confidential data could be, or will be, accessible on mobile devices and state the encryption method that is used.

**Response:**

2. Software Inventory:

Please use the form at Appendix I, *Software Inventory*, for a list of any software that the Statewide Benefit Office's account management personnel may need. For example, Adobe or Visio. Also list the web browsers (IE) or web service that participants or members would need to access the customer service interface.

**Confirm Attached:**

3. Additional Data Requests:

Please confirm your agreement that if you are awarded the contract and then request additional data, whether or not on a file feed or in a report, the State shall determine the cost of supplying the data and may deny the request.

**Response:**

4. Network Diagram:

As an exhibit, please provide a diagram with ports that clearly documents the user's interaction with your organization's website and the State. The network diagram should follow the following example:



Data Confidentiality Agreement:

Appendix J – *Data Confidentiality Agreement* **\*\*For Non-Incumbent Only\*\***

Please confirm that, if awarded the contract, your organization will accept the terms in the *Data Confidentiality Agreement* for the exchange of enrollment data for testing purposes before the contract effective date. If you do not accept the terms as written, you must provide a redline of suggested changes. **Be advised that the State cannot agree to major changes.**

**Confirmed Attached:**

# **APPENDICES**

## APPENDIX A

### STATE OF DELAWARE NON-COLLUSION STATEMENT

This is to certify that the undersigned vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a subcontractor to another vendor who also submitted a proposal as a primary vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Human Resources.

It is agreed by the undersigned vendor that the signed delivery of this bid represents the vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Human Resources.

COMPANY NAME \_\_\_\_\_

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

(Check one)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

STATE OF DELAWARE  
LICENSE NUMBER or CONFIRM WILL  
APPLY IF AWARDED A CONTRACT

FEDERAL E.I. NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO (COMPANY NAME): \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of County of State of \_\_\_\_\_



## APPENDIX C

### PERFORMANCE GUARANTEES

**Instructions:** The State requires bidders to agree to place a percentage of premium/fees per contract year at risk for performance guarantees. If you propose alternative guarantees, performance results, or definitions, please use a strikeout font and insertion. **You are encouraged to provide additional fees at risk; bidders that do so will be viewed favorably by the State.** The State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor.

**Implementation:** While some implementation activities occur each year, such as reviewing plan design features and issuing employee communications, the bulk of the implementation activities will take place in Year 1. Since a successful program depends on a flawlessly executed implementation, a separate guarantee for implementation activities is required. **This requirement does apply to incumbents for all administrative services as mutually agreed upon.** An overall rating of satisfactory at the end of the implementation period is required, based on ongoing feedback provided by the SBO on the status of the implementation performance guarantee areas throughout the implementation process.

**Terms:** Vendor will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45<sup>th</sup> day of the month following the end of a quarter (for example, November 15 for the first quarter (July 1 – September 30) of the plan year (July 1 to June 30). Quarterly results will be averaged on an annual basis and penalty payments, if any, will be made annually within six (6) months of the end of the plan year. In no instance will a measurement or penalties apply to any period less than a full quarter.

**Minimum Total Fees at Risk:**

- a. **Implementation – 30.0% for all programs (FSA, PTC, COBRA)**
- b. **Yearly – 5.0% for all programs (FSA, PTC, COBRA), plus  
7.0% for FSA/PTC administration effective 1/1/20  
3.0% for COBRA administration effective 1/1/20**

**Implementation – Minimum of 30.0% of fees at risk for all programs (FSA, PTC, and COBRA)**

Performance Guarantee	Standard	Fee at Risk
Future Contract Development	The vendor is expected to take their template contract form, or use the State’s professional agreement contract template, and incorporate all the terms of the RFP, their bid responses and follow-up responses by the second draft so that wholesale changes are not required.	5.0%

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Implementation and Account Manager Performance	Implementation manager, account executive / manager and claim manager will participate in every implementation call and will be prepared to lead the calls, based on detailed agenda sent to team in advance.	7.5%
Maintenance of Detailed Project Plan	Project plan must delineate due dates, responsible parties and critical linkages between tasks, as appropriate. Project plan will be updated and distributed in advance of each implementation weekly call.	5.0%
Adherence to Key Deadlines	All key dates will be met to the extent Vendor has control and/or has notified State of risks of failure in advance of due date. State and Vendor will agree at the beginning of implementation on which deadlines are critical to program success. Success of implementation will be rated by key stakeholders of the employer at the conclusion of implementation. The following categories will be included: - Employer training - System set up (including claims system, employer portal, feeds, and interfaces) - Satisfactory results of implementation readiness assessment (if applicable)	7.5%
Open Enrollment Support	All administrative functions completed for a successful Open Enrollment. Customer Service representatives will be trained on any plan changes prior to the commencement of Open Enrollment and will provide accurate information during Open Enrollment.	5.0%
<b>Total</b>		<b>30.0%</b>

**All Programs: FSA, PTC and COBRA (ongoing administration) – Minimum of 5.0% of fees at risk for all programs**

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Customer Service Call Response Times	≤ 30 seconds	1.0%
Call Abandonment Rate	≤ 5%	1.0%
Resolution of Participant Inquiries	90% ≤ 1 business day after date case is opened by Vendor	0.5%
Resolution of Participant Inquiries	98% ≤ 5 business days after date case is opened by Vendor	0.5%

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Client Satisfaction Survey (semi-annual metric)	An average rating of “3” or higher based on semi-annual survey	2.0%
<b>Total</b>		<b>5.0%</b>

**FSA/PTC (ongoing administration) – Minimum of 10.0% of fees at risk, in addition to fees at risk for All Programs: FSA, PTC and COBRA (ongoing administration), above**

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Communication to members (during open enrollment)	"Welcome mailing" to include e-location of SPD and distribution of Debit Card within 3 weeks from open enrollment closing; status of unsubstantiated documentation required from Debit Card holders to submit claims by end of grace period.	1.0%
Claims processing time	95% of all claims processed within two business days of receipt and 99% of all claims processed within three business days of receipt.	0.75%
Claims accuracy	99% of all claims will be processed correctly.	0.75%
Information processing / reporting	95% of all reports will be provided to the State on time and accurate as indicated on master reports list. Quarterly statements on routine basis. (Refer to Appendix M and Appendix N)	1.0%
Website availability	Vendor’s website will be available at least 99% of the time for employee’s to enroll and review status of account during open enrollment and throughout the plan year. The State of DE will be notified of unexpected site problems or outages within 24 hours or sooner and will receive notice of site maintenance, site problems, system replacements, etD. with not less than 7 business days notice. No later than 3 business days prior to start of Open Enrollment, website changes will be complete, tested and verified as accurate by client. From 6am to 10pm EST during Open Enrollment, website must be 99% available with all components related to OE fully operational. <i>Failure to meet website requirements during OE will not be subject to average quarterly criteria and will result in automatic application of full penalty.</i>	2.0%
Account management meetings and participation in member meetings	Quarterly Meetings (one quarterly meeting will be in person and three quarterly meetings will be by conference call). Conference Calls, SEBC Meetings, and <i>Ad Hoc</i> Meetings as requested by SBO.	0.5%

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Open enrollment files	1. Test eligibility file (PHRST <sup>1</sup> to Vendor) - processed in 1 business day.	0.5%
	2. Enrollment file (Vendor to PHRST) - within 5 business days at end of open enrollment.	
	3. Final enrollment file (PHRST to Vendor) - processed in 1 business day.	
Nondiscrimination testing	1. Mid-year - PHRST to Vendor mid to late June - Vendor to process within 5 business days of receipt.	0.5%
	2. End of year - PHRST to Vendor after confirm of last check - Vendor to process within 5 business days.	
	3. Beginning of plan year - PHRST to Vendor after confirm of last check - Vendor to process within 5 business days.	
<b>Total</b>		<b>7.0%</b>

**COBRA (ongoing administration) – Minimum of 3.0% of fees at risk, in addition to fees at risk for All Programs: FSA, PTC and COBRA (ongoing administration), above**

<b>Performance Guarantee</b>	<b>Standard</b>	<b>Fee at Risk</b>
Client Premium Statement and Fee Invoice	98% distributed ≤ 7 business days after the 1 <sup>st</sup> of the month	1.0%
Payment Posting Timeliness	98% posted by Vendor ≤ 3 business days after date received by	1.0%
Inbound File Processing Timeliness	98% ≤ 2 business days after date received by Vendor	1.0%
<b>Total</b>		<b>3.0%</b>

<sup>1</sup>PHRST is the State's PeopleSoft Oracle-based payroll system.

## APPENDIX D

<b>OFFICER CERTIFICATION FORM</b>
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Please have an officer of your company review and sign this worksheet to confirm the information is valid. Please include completed form with proposal.

<b>Officer's Statement</b>	
Company's Legal Name	
Company's Marketing Name (if different)	
Street Address	
City	
State	
Zip	
Phone Number	
Fax Number	
Email Address	
Name of Officer Completing Statement	
Title of Officer Completing Statement	
Phone Number of Officer Completing Statement	
Email Address of Officer Completing Statement	

I certify that our response to the Request for Proposal for the State of Delaware's Flexible Spending Account/Pre-Tax Commuter Programs and COBRA Administration, DHR18003-FSA\_COBRA, is complete and accurate to the best of my knowledge and contains no material omissions or misstatements. I acknowledge that the State of Delaware will rely upon the information included in our response to make decisions concerning the administration of these benefits that are offered to their employees.

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Officer's Signature

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Date Signed



## APPENDIX F

<b>SUBCONTRACTOR INFORMATION FORM</b>
---------------------------------------

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4D. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

## APPENDIX G

### EMPLOYING DELAWAREANS REPORT<sup>10</sup>

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, no bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees that would reasonably be anticipated to be employed on this account.	
2.	Percentage of such employees who are <i>bona fide</i> legal residents of Delaware.	
3.	Total number of employees of the bidder.	
4.	Total percentage of employees who are <i>bona fide</i> residents of Delaware.	

If subcontractors are to be used:

1.	Number of employees who are residents of Delaware.	
2.	Percentage of employees who are residents of Delaware.	

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<sup>10</sup> The number of Delawareans employed by your organization are not taken into consideration during the evaluation or scoring of your bid.

## APPENDIX H

<b>FINANCIAL RATINGS</b>
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Carrier's most recent rating or filing (identify date) from the following agencies:

Vendor Ratings	Rating
A.M. Best: Rating Status	
Financial Rating (if rated)	
Date (if rated; if not rated, leave response cell blank)	
Standard & Poor's: Rating Status	
Financial Rating (if rated)	
Date (if rated; if not rated, leave response cell blank)	
Fitch (formerly Duff and Phelps): Rating Status	
Financial Rating (if rated)	
Date (if rated; if not rated, leave response cell blank)	
Moody's: Rating Status	
Financial Rating (if rated)	
Date (if rated; if not rated, leave response cell blank)	

1. Has there been any change in your organization's ratings in the last two years? If yes, please explain the nature and reason(s) for the change.
2. Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s).
3. What fidelity and surety insurance or bond coverage does your organization carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees, which would protect this plan in the event of a loss.
4. Does your organization agree to furnish a copy of all such policies for review by legal counsel if requested?
5. Do you anticipate any mergers, transfer of company ownership, sales management reorganizations, or departure of key personnel within the next three (3) years that might affect your ability to carry out your proposal if it results in a contract with the State of Delaware? If yes, please explain.
6. Is your Company affiliated with another company? If yes, please describe the relationship.



**APPENDIX J**  
**\*\*\*For Non-Incumbents Only\*\*\***

**DATA CONFIDENTIALITY AGREEMENT**

**Data Exchange for Flexible Spending Account (FSA) and  
Pre-Tax Commuter (PTC) programs and COBRA Administration**

This Data Confidentiality Agreement (“Agreement”) is undertaken and effective on the date of the State Employee Benefit Committee (SEBC”) award on \_\_\_\_\_ pursuant to the parties’ performance of a certain contract (“Contract”) effective January 1, 2020, by and between the State of Delaware (“State”) by and through the Department of Human Resources (“DHR”) on its own behalf and on behalf of the group health plan it sponsors for employees and other covered persons, collectively referred to hereafter as “Covered Persons”, and \_\_\_\_\_ (“Contractor”) with offices at \_\_\_\_\_, (“Parties”).

WHEREAS, the State issued a Request for Proposal for the State of Delaware’s Flexible Spending Account/Pre-Tax Commuter Programs and COBRA Administration, DHR18003-FSA\_COBRA on January 28 2019;

WHEREAS, in order to implement enrollment by the Covered Persons, the State and Contractor must exchange test enrollment and/or eligibility files prior to the effective date of the Contract;

WHEREAS, Contractor desires to provide such data technology services to the State on the terms set forth in the Request for Proposal and as stated below;

WHEREAS, the information provided by the State is classified as Personally Identifiable Information (PII) and is information that, if divulged, could compromise or endanger the people or assets of the State and is data that is specifically protected by law; and

WHEREAS, the State and Contractor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, the State and Contractor agree as follows:

1. The RFP provides for a data extract by and through Payroll Human Resources Statewide Technology (PHRST) to be provided to the Contractor to be used for implementation testing and enrollment.
2. The enrollment files generated by the State will be placed in a sub-folder on the State’s SFTP server. The Contractor is responsible to obtain the files from the server.

3. The RFP requires that the Contractor accept eligibility and enrollment files in specified formats.
4. The data is to be used for the following purposes and is not to be used for any other purpose.
  - a. To populate the Contractor’s test environment; and
  - b. To populate the Contractor’s system so that eligible members may receive FSA/PTC and COBRA services.
5. No clause of this Agreement shall be considered a waiver of any portion of the terms set forth in the RFP for which a Contract has been awarded to the Contractor. The terms of the document entitled *Non-Public Data - State of Delaware Cloud and Data Usage Terms and Conditions*, which is part of the RFP and a copy of which is attached hereto for reference, shall apply to the test and enrollment files to be provided by the State prior to the effective date of the Contract.

This Agreement was drafted with the joint participation of the undersigned Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be in effect as of the latest date and year below written.

**STATE OF DELAWARE  
DEPARTMENT OF HUMAN RESOURCES**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Faith L. Rentz  
Director, Statewide Benefits

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX J1

<b>NON-PUBLIC DATA - STATE OF DELAWARE CLOUD SERVICES AND DATA USAGE TERMS AND CONDITIONS</b>
---

DATA USAGE (DU) TERMS		
<b>DU1</b>	<b>Data Ownership</b>	<p>The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware’s written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</p> <p><b>Response:</b></p>
<b>DU2</b>	<b>Data Usage</b>	<p>PROVIDER will protect against any inappropriate use of State of Delaware information at all times. To this end, PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. PROVIDER may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State’s <i>Terms &amp; Conditions Governing Cloud Services</i> policy), privacy, and sensitive data<sup>11</sup> shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information.</p> <p>Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p> <p><b>Response:</b></p>

<sup>11</sup> This includes Personal Health Information (PHI).

## DATA USAGE (DU) TERMS

<b>DU3</b>	<b>Termination and Suspension of Service</b>	<p>In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data.</p> <p><i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data.</p> <p><i>Termination of any services or agreement in entirety</i><sup>12</sup>: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein.</p> <p><i>Post-Termination Assistance:</i> The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement<sup>13</sup>.</p> <p><b>Response:</b></p>
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<sup>12</sup> The State acknowledges that the ninety (90) day requirement is not applicable to insurance products. That timeframe is replaced with the following: Service Provider will retain the data for business processing reasons, such as claims run-out for twelve (12) months or until federal regulatory or Delaware Insurance Code requirements have been satisfied. The State of Delaware acknowledges that, pursuant to 42 CFR 423.505, the Center for Medicare Services (“CMS”) requires retention for the current year plus ten (10) years. Additionally, there is an audit period requirement by the State’s Department of Insurance that may apply if a retention period for CMS doesn’t apply to this engagement.

<sup>13</sup> A Service Level Agreement is defined as a contract.

<b>DATA USAGE (DU) TERMS</b>		
<b>DU4</b>	<b>Data Disposition</b>	<p>At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER.</p> <p>When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology approved methods. The PROVIDER shall provide written certificates of destruction<sup>14</sup> to the State of Delaware.</p> <p><b>Response<sup>15</sup>:</b></p>
<b>DU5</b>	<b>Data Location</b>	<p>The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER may permit its personnel and subcontractors offshore access to the data, as long as the data remains onshore<sup>16</sup>.</p> <p><b>Response:</b></p>

<sup>14</sup> The Form can be found at <https://iso.state.de.us/document/data%20destruction%20certification%20Form/docx>.

<sup>15</sup> **Include in your response** the timeframe of your retention period. This would probably be information regarding your back-up policy and how the data is destroyed (i.e., rolled off or overwritten.) If a *Non-Disclosure Agreement* was required for this engagement, the response may be the same or similar.

<sup>16</sup> If a call center or claims processing office, for example, is located offshore, the transmission of data via secured means is acceptable if the secure transit mechanism that you are asked to describe is approved by the State. Describe your organization’s relationship with any offshore staff, either as employees of your company or that of any subcontractor. State the scope (number and location) of the personnel, their role, and the process of data exchange, including a description of the data security measures.

<b>DATA USAGE (DU) TERMS</b>		
<b>DU6</b>	<b>Breach Notification and Recovery</b>	Duplicative of CS2.
<b>DU7</b>	<b>Data Encryption</b>	Duplicative of CS3.

<b>Cloud Services (CS) Terms</b>	
<p><b>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C AND Clause CS4.</b></p> <p><b>Clause CS2 is mandatory for all engagements involving non-public data.</b></p> <p><b>Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</b></p>	
<b>CS1-A</b>  <b>OR</b> <b>CS1-B</b> <b>and</b> <b>CS1-C</b>	<p><b>Security Standard Compliance Certifications:</b> The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications.</p> <ul style="list-style-type: none"> <li>• CSA STAR – Cloud Security Alliance – Security, Trust &amp; Assurance Registry (Level Two or above)</li> <li>• FedRAMP - Federal Risk and Authorization Management Program</li> </ul> <p><b>Response:</b></p>
<b>CS1-B</b>	<p><b>Background Checks:</b> The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of</p>

<b>Cloud Services (CS) Terms</b>	
	<p>the contract and grounds for immediate termination and denial of further work with the State of Delaware.</p> <p><b>Response:</b></p>
<b>CS1-C</b>	<p><b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.</p> <p><b>Response:</b></p>
<b>CS2</b>	<p><b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (<i>see CS 3, below</i>), Delaware Code (6 Del. D. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy)<sup>17</sup> by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years<sup>18</sup>, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.</p> <p><b>Response:</b></p>
<b>CS3</b>	<p><b>Data Encryption:</b> The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information<sup>19</sup>, it shall encrypt this non-public data at rest. The PROVIDER's encryption shall meet</p>

<sup>17</sup> This includes Personal Health Information (PHI).

<sup>18</sup> **A minimum of three years is non-negotiable.**

<sup>19</sup> This includes Personal Health Information (PHI).

<b>Cloud Services (CS) Terms</b>	
	<p>validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware’s standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.<sup>20</sup></p> <p><b>Response:</b></p>
<p><b>CS4 (for SaaS or PaaS only)</b></p>	<p><b>Notification of Legal Requests:</b> The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.<sup>21</sup></p> <p><b>Response:</b></p>

<sup>20</sup> The level of coverage is determined by the number of contracts (employees) which, for this engagement, the required level of coverage would be \$2,000,000. Depending on the contract and plan design(s) awarded, proof of insurance is required at the time of award. If you have cyber liability insurance coverage (even if you have encryption-at-rest), please provide a copy as an exhibit.

<sup>21</sup> This includes Freedom of Information Act (FOIA) requests.

## APPENDIX K

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) is undertaken pursuant to the parties’ performance of a certain contract (“Contract”) effective , by and between the State of Delaware by and through the State Employee Benefits Committee (“Plan Sponsor”), on its own behalf and on behalf of the group health plan it sponsors for employees or other covered persons (the “Plan”), and (“Contractor”).

In the performance of services on behalf of the Plan pursuant to the Contract, and in order for Contractor to use, disclose or create certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below), Contractor is a Business Associate of the Plan as that term is defined by the Health Insurance Portability and Accountability Act of 1996, including the modifications required under the American Recovery and Reinvestment Act of 2009 (“ARRA”), and its implementing Administrative Simplification regulations (45 D.F.R. §§142, 160, 162 and 164) (“HIPAA”). Accordingly, Contractor, the Plan and Plan Sponsor mutually agree to modify the Contract to incorporate the terms of this BA Agreement to comply with the requirements of HIPAA, and to include additional provisions that Plan Sponsor, the Plan and Contractor desire to have as part of the Contract.

Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

#### **I. DEFINITIONS**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

##### **A. Specific Definitions**

1. **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Contractor.
2. **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Plan.
3. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### **II. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

- A.** During the continuance of the Contract, Contractor will perform services necessary in connection with the Plan as outlined in the Contract. These services may include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 CFR §164.501. In connection with the services to be performed pursuant to the Contract, Contractor is permitted or required to use or disclose PHI it creates or receives for or from the Plan or to request PHI on the Plan’s behalf as provided below.
- B. Functions and Activities on the Plan’s Behalf.** Unless otherwise limited in this BA Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Contract. Contractor may decide in its own reasonable discretion what uses and disclosures of PHI are required for it to perform administrative services for the Plan as outlined in this BA Agreement and in the Contract as well as in accordance with the law.

1. Use for Contractor's Operations. Contractor may use PHI it creates or receives for or from the Plan for Contractor's proper management and administration or to carry out Contractor's legal responsibilities in connection with services to be provided under the Contract.
2. Disclosures for Contractor's Operations. Contractor may disclose the minimum necessary of such PHI for Contractor's proper management and administration or to carry out Contractor's legal responsibilities, but only if the following conditions are met:
  - a. The disclosure is required by law; or
  - b. Contractor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person or organization or as required by law; and
    - ii) Promptly notify Contractor (who will in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
3. Minimum Necessary Standard. In performing functions and activities in connection with the Contract, Contractor agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

**D. Data Aggregation Services.** The Plan agrees and recognizes that Contractor performs Data Aggregation services for the Plan, as defined by the HIPAA Rules. In the course of performing normal and customary services under the Contract, this data aggregation is an essential part of Contractor's work on behalf of the Plan under the Contract. Accordingly, Contractor can perform these data aggregation services in its own discretion, subject to any limitations imposed by the Contract. The term "Data Aggregation" is defined under the HIPAA Rules to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a covered entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

**D. Prohibition on Unauthorized Use or Disclosure**

1. Non-permitted Use and Disclosure of PHI. Contractor will neither use nor disclose PHI it creates or receives for or from the Plan or from another Business Associate of the Plan, except as permitted or required by the Contract and this BA Agreement, as required by law, as otherwise permitted in writing by the Plan, or as authorized by a Covered Person.
2. Disclosure to the Plan and the Plan Business Associates. To the extent permitted or required by the Contract and this BA Agreement, Contractor will disclose PHI to other Business Associates of the Plan which the Plan has identified in a writing provided to Contractor. Contractor shall only disclose such PHI to such Business Associates, in their capacity as Business Associates of the Plan. Other than disclosures permitted by this Section II or as otherwise specifically identified in the Contract, Contractor will not disclose Covered Persons' PHI to the Plan or to a Business Associate of the Plan except as directed by the Plan in writing.
3. No Disclosure to Plan Sponsor. Contractor will not disclose any Covered Persons' PHI to Plan Sponsor, except as permitted by and in accordance with Section VII or as otherwise specifically identified in the Contract.

### **III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR**

- A. Contractor will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Plan.
- B. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this BA Agreement.
- D. Contractor agrees to report to Covered Entity, without unreasonable delay and in any event within thirty (30) days, any use or disclosure of the PHI not provided for by this BA Agreement or otherwise in writing by the Plan. Contractor shall maintain a written log recording the date, name of Covered Person and description of PHI for all such unauthorized use or disclosure and shall submit such log to the Plan Sponsor semiannually and by request. Contractor agrees to directly provide notice to any effected participants in the event of a Breach and to send a written log each such Breach and notice to participants to the Covered Entity within thirty (30) days of notification. Contractor agrees to notify participants in accordance with the guidelines and standards set forth by the Department of Health and Human Services under the American Reinvestment & Recovery Act and the HITECH Act.
- D. Contractor will require that any agent, including a subcontractor, to whom it provides PHI as permitted by this BA Agreement (or as otherwise permitted with the Plan's prior written approval), agrees to the same restrictions and conditions that apply through this BA Agreement to Contractor with respect to such information.
- E. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- F. Contractor agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic PHI, if any, that Contractor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Contractor agrees to establish and maintain security measures sufficient to meet the safe harbor requirements established pursuant to ARRA by making data unreadable, indecipherable, and unusable upon receipt by an unauthorized person. Contractor agrees to provide adequate training to its staff concerning HIPAA and Contractor's responsibilities under HIPAA.
- G. Contractor agrees to report to Covered Entity any Security Incident of which Contractor becomes aware.
- H. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.

### **IV. INDIVIDUAL RIGHTS OBLIGATIONS**

- A. **Access.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will provide access to PHI as required by 45 CFR §164.524 on the Plan's behalf. Contractor will provide such access according to its own procedures for such access. Contractor represents that its procedures for such access comply with the requirements of 45 CFR §164.524. Such provision of access will not relieve the

Plan of any additional and independent obligations to provide access where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Covered Person (or the Covered Person's personal representative), any PHI about the Covered Person created or received for or from the Plan in Contractor's custody or control contained in a Designated Record Set, so that the Plan may meet its access obligations under 45 CFR §164.524. All fees related to this access, as determined by Contractor, shall be borne by Covered Persons seeking access to PHI.

- B. Amendment.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will amend PHI as required by 45 CFR §164.526 on the Plan's behalf. Contractor will amend such PHI according to its own procedures for such amendment. Contractor represents that its procedures for such amendment comply with the requirements of 45 CFR §164.526. Such amendment will not relieve the Plan of any additional and independent obligations to amend PHI where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 CFR §164.526. Upon receipt of written or electronic notice from the Plan, Contractor will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Contractor's custody or control, so that the Plan may meet its amendment obligations under 45 CFR §164.526.
- D. Disclosure Accounting.** So that the Plan may meet its disclosure accounting obligations under 45 CFR §164.528, Contractor and the Plan agree that, wherever feasible and to the extent that disclosures have been made by Contractor, Contractor will provide the accounting that is required under 45 CFR §164.528 on the Plan's behalf. Contractor will provide such accounting according to its own procedures for such accounting. Contractor represents that its procedures for such accounting comply with the requirements of 45 CFR §164.528. Such provision of disclosure accounting will not relieve the Plan of any additional and independent obligations to provide disclosure accounting where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will provide an accounting as set forth below.

1. Disclosure Tracking

Starting as of the Effective Date of the Contract, Contractor will record each disclosure of Covered Persons' PHI, which is not exempted from disclosure accounting that Contractor makes to the Plan or to a third party.

The information about each disclosure that Contractor must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Contractor made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure.

For repetitive disclosures of Covered Persons' PHI that Contractor makes for a single purpose to the same person or entity (including the Plan), Contractor may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

2. Exceptions from Disclosure Tracking

Contractor is not required to record disclosure information or otherwise account for disclosures of PHI that this BA Agreement or the Plan in writing permits or requires: (i) for the purpose of the Plan's payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in

that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; (x) for disclosures prior to April 14, 2003; or (xi) as otherwise excepted under 45 CFR §164.528.

3. Disclosure Tracking Time Periods

Contractor will have available for the Plan or for Covered Persons the Disclosure Information required for the six (6) years immediately preceding the date of the Plan's request for the Disclosure Information (except Contractor will not be required to have Disclosure Information for disclosures occurring before April 14, 2003).

**D. Right to Request Restrictions and Confidential Communications**

So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR §164.522, Contractor and the Plan agree that, wherever feasible and to the extent that communications are within the control of Contractor, Contractor will perform these evaluations on behalf of the Plan. Contractor will evaluate such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as are required by its own procedures. Contractor represents that its procedures for evaluating such requests comply with the requirements of 45 CFR §164.522. Such evaluation will not relieve the Plan of any additional and independent obligations to evaluate restrictions or implement confidential communications where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Contractor will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Contractor's procedures.

**V. OBLIGATIONS OF THE COVERED ENTITY**

- A. Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- B. Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- D. Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity except as provided in this BA Agreement. In no event shall Covered Entity request Contractor to disclose to Covered Entity or agents of Covered Entity any PHI unless such disclosure is the minimum necessary disclosure that satisfies the request and that such disclosure is solely for the purpose of treatment, payment or plan operations.

**VI. BREACH OF PRIVACY OBLIGATIONS**

Without limiting the rights of the parties under the Contract, the Plan will have the right to terminate the Contract if Contractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of Contractor's obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Plan, fails to take reasonable steps to cure the breach or end the violation.

If Contractor fails to cure the material breach or end the violation after the Plan's notice, the Plan may terminate the Contract by providing Contractor written notice of termination, stating the uncured

material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective sixty (60) days from this termination notice.

**A. Effect of Termination.**

1. Return or Destruction upon Contract End

Upon cancellation, termination, expiration or other conclusion of the Contract, Contractor will if feasible return to the Plan or destroy all PHI, in whatever form or medium (including in any electronic medium under Contractor's custody or control), that Contractor created or received for or from the Plan, including all copies of such PHI that allow identification of any Covered Person who is a subject of the PHI. Contractor will complete such return or destruction as promptly as practical after the effective date of the cancellation, termination, expiration or other conclusion of the Contract.

Following notice, Contractor shall pay the costs incurred in returning or destroying such PHI unless Plan Sponsor agrees to reimburse Contractor for reasonable costs following good faith negotiation between Contractor and Plan Sponsor subject to the requisite appropriation by the Delaware General Assembly as required by Title 29 Delaware Code Chapter 65 and Article 8, Section III of the Delaware Constitution.

2. Disposition When Return or Destruction Not Feasible

The Plan recognizes that in many situations, particularly those involving data aggregation services performed by Contractor for the Plan and others, that it will be infeasible for Contractor to return or destroy PHI. Accordingly, where in Contractor's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the Contract, Contractor will limit its further use or disclosure of the PHI to those purposes that make their return to the Plan or destruction infeasible.

**VII. PLAN SPONSOR'S PERFORMANCE OF PLAN ADMINISTRATION FUNCTIONS**

**A. Communication of PHI.** Except as specifically agreed upon by Contractor, the Plan and Plan Sponsor, and in compliance with any requirements imposed by this Section VII, all disclosures of PHI from Contractor pursuant to the Contract shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan.

**B. Summary Health Information.** Upon Plan Sponsor's written request for the purpose either to, (a) obtain premium bids for providing health insurance coverage for the Plan, or (b) modify, amend or terminate the Plan, Contractor is authorized to provide Summary Health Information regarding the Covered Persons in the Plan to Plan Sponsor.

**D. Plan Sponsor Representation.** Plan Sponsor represents and warrants (A) that the Plan has been established and is maintained pursuant to law, (B) that the Plan provides for the allocation and delegation of responsibilities for the Plan, including the responsibilities assigned to Contractor under the Contract, (C) that the Plan includes or incorporates by reference the appropriate terms of the Contract and this BA Agreement, and (D) that the Plan incorporates the provisions required by 45 CFR §164.504.

**D. Plan Sponsor's Certification.** Contractor will not disclose Covered Persons' PHI to Plan Sponsor, unless and until the Plan authorizes Contractor in writing to disclose the minimum necessary Covered Persons' PHI to Plan Sponsor for the plan administration functions to be performed by Plan Sponsor as specified in the Plan.

- E. **Contractor Reliance**. Contractor may rely on Plan Sponsor's certification and the Plan's written authorization, and will have no obligation to verify that the Plan complies with the requirements of 45 CFR §164.504 or this BA Agreement or that Plan Sponsor is complying with the Plan.
- F. **The Plan Amendment**. Before the Plan will furnish Plan Sponsor's certification described above to Contractor, the Plan will ensure (1) that its Plan establishes the uses and disclosures of Covered Persons' PHI consistent with the requirements of 45 CFR §164 that Plan Sponsor will be permitted and required to make for the plan administration functions Plan Sponsor will perform for the Plan, and (2) that Plan Sponsor agrees to all the applicable conditions imposed by §164.504 on the use or disclosure of PHI.

### VIII. **MISCELLANEOUS**

- A. **Regulatory References**. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- B. **Survival**. The respective rights and obligations of Contractor under Section IV of this BA Agreement shall survive the termination of this BA Agreement.
- D. **Interpretation**. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. Except to the extent specified by this BA Agreement, all of the terms and conditions of the Contract shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BA Agreement and the Contract, the terms and provisions and conditions of this BA Agreement shall govern and control. Nothing express or implied in this BA Agreement and/or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever. This BA Agreement shall be governed by and construed in accordance with the same internal laws that are applicable to the Contract.
- D. **Duration**. This BA Agreement will continue in full force and effect for as long as the Contract remains in full force and effect. This BA Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Contract.
- E. **Term**. The Term of this BA Agreement shall be effective as of the date appearing on the signature page, and shall terminate when all of the PHI provided by Covered Entity to Contractor, or created or received by Contractor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this BA Agreement.
- F. **Amendment**. Upon the effective date of any final regulation or amendment to final regulations with respect to the HIPAA Rules, this BA Agreement will automatically amend such that the obligations imposed on Plan Sponsor, the Plan and Contractor remain in compliance with such regulations, unless (1) Contractor elects to terminate the Contract by providing Plan Sponsor and the Plan notice of termination in accordance with the Contract at least thirty (30) days before the effective date of such final regulation or amendment to final regulations; or (2) Contractor notifies the Plan of its objections to any such amendment. In the event of such an objection, the parties will negotiate in good faith in connection with such changes or amendment to the relevant final regulation.
- G. **Conflicts**. The provisions of this BA Agreement will override and control any conflicting provision of the Contract. All nonconflicting provisions of the Contract will remain in full force and effect.
- H. **Independent Relationship**. None of the provisions of this BA Agreement are intended to create, nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent parties solely for the purposes of effecting the provisions of this BA Agreement and the Contract.

- I. **Rights of Third Parties.** This BA Agreement is between Contractor and the Plan and the Plan Sponsor and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.
- J. **Notices.** All notices and notifications under this BA Agreement shall be sent in writing by traceable carrier to the listed persons on behalf of Contractor, the Plan and Plan Sponsor at the addresses indicated on the signature page hereof, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other parties. Notices will be effective upon receipt.
- K. **Expenses.** Unless otherwise stated in this BA Agreement or the Contract, each party shall bear its own costs and expenses related to compliance with the above provisions. Any additional expenses incurred by Contractor in connection with services to be provided pursuant to this BA Agreement shall be included in the Contract.
- L. **Documentation.** All documentation that is required by this BA Agreement or by the HIPAA Rules must be retained by Contractor for six (6) years from the date of creation or when it was last in effect, whichever is longer.

AGREED By and between the undersigned Parties this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**For State of Delaware:**

**For Contractor:**

By: \_\_\_\_\_  
 Faith L. Rentz  
 Director, Statewide Benefits

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Address for Notices:**

**Address for Notices:**

Statewide Benefits Office, DHR  
 Attention: Ms. Faith L. Rentz, Director  
 Enterprise Business Park  
 97 Commerce Way, Suite 201  
 Dover, DE 19904

## APPENDIX L

### COBRA TRANSACTION VOLUMES

The following are the transaction volumes provided by the current COBRA administrator for calendar year 2017 (1/1/17 – 12/31/17 and noted as “CY2017” below) and year-to-date 2018 (1/1/18 – 12/5/2018 and noted as “YTD 2018” below).

Transaction	Count/Volume	
	CY 2017	YTD 2018
Number of Eligible Employees	31,020	36,230
Number of Qualifying Events (QEs) Processed	1,570	1,467
Qualifying Event Rate	5.06%	4.05%
Number of Elections Processed	149	110
Number of General Notices of COBRA Rights Processed (New Hire Notice)	3,446	2,011
Cancellations (due to late election or failure to pay premiums timely)	132	99
Monthly Average Number of COBRA Continuants	36	72
Average Length of Time on COBRA 18 Month Qualifying Event 36 Month Qualifying Event	6 Months average duration of COBRA for all QE's during 2017	7 Months average duration of COBRA for all QE's during 2018
Number of Qualifying Events Requiring Special Handling	47	25
Number of Dependent Changes (added and dropped)	56	43
Number of Telephone Calls Received	787	517
Average Length of Call	6.28 minutes	6.11 minutes
Number of Monthly Invoices Sent to Continuants	764	923
Number of Grace Letters Sent to Continuants	0	Vendor does not send Grace Letters
Total amount of COBRA Premium Payments Processed	\$590,000	\$510,000
COBRA Enrollment		
▪ Aetna (medical)		15
▪ Highmark (medical)		60
▪ Delta Dental (dental)		59
▪ Dominion National (dental)		1
▪ EyeMed (Vision)		56
▪ Direct Pay (Diamond State Port)		11
Total Enrollment	N/A	202

## APPENDIX M

<b>MASTER REPORT LIST – COBRA</b>
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Name	Direction	Frequency	Target Date
Participant Enrollments – via email	Vendor to SBO	Daily/Varies	Daily/Varies
Participant Update – via email	Vendor to SBO	Daily/Varies	Daily/Varies
Participant Status – via email	Vendor to SBO	Daily/Varies	Daily/Varies
Termination of COBRA – via email	Vendor to SBO	Daily/Varies	Daily/Varies
Proof of Compliance with federal COBRA and HIPAA Regulations	Vendor to SBO	Quarterly	15 days after the end of each quarter
List of Benefit Representatives that have access to the online portal	Vendor to SBO	Quarterly	10 days after the end of each quarter
Report of qualifying events submitted by Dept ID	Vendor to SBO	Monthly	10 days after the end of each month
COBRA Participant Update – Payment and Recon in Excel format	<ul style="list-style-type: none"> <li>• Vendor to Financial Ops (Accounting)</li> <li>• Financial Ops (Accounting) sends to SBO</li> </ul>	Monthly	Monthly (the 10 <sup>th</sup> of the for prior month)

## APPENDIX N

### MASTER REPORT LIST – FSA / PTC

All reports are to be transmitted to the State's secure site (SFTP server).

FSA or Pre Tax Commuter	File Description	Frequency	Target Date
FSA	<b>Year-to-Date Status Report</b> (Summarizes by member all year-to-date participant activity for Health Care and Dependent Care FSA. Separate reports are provided for 22 and 26 pay period people).	Monthly	2 business days following end of prior month
FSA and Pre-Tax Commuter	<b>Discrepancy Report</b> (Comparison between actual employee contribution data for FSA and PTC programs with the expected deductions.)	Monthly	2 business days following end of pay period
kFSA	<b>Weekly Listing of Payments</b> (Summarizes claims payment activity.) Separate reports for 22 and 26 pay period members for FSA.	Weekly	2 business days following payroll issue date
Pre Tax Commuter	<b>Weekly Listing of Payments</b> (Summarizes claims payment activity.)	Weekly	2 business days following end of prior week
FSA (Debit Card holders)	<b>Unsubstantiated Report</b> (Provides details on active unsubstantiated claims.) This report generates an SBO letter to members with unsubstantiated claims in the months of January, February and March to meet the April 15 <sup>th</sup> deadline.	Monthly	2 business days following end of prior month
FSA (Debit Card holders)	<b>Annual Unsubstantiated Report</b> (Provides final details on active unsubstantiated claims.)	Yearly	On May 1 following the 4/15 deadline
FSA (Debit Card holders)	<b>Card Totals Report</b> (List of people whose Debit Card has been suspended).	Monthly	2 business days following end of prior month
Pre Tax Commuter	<b>Pre Tax Commuter File</b> (Created to tell the State's PeopleSoft based payroll system, "PHRST", what deductions to take.)	Biweekly	Thursday the week prior to pay check issue date
Pre Tax Commuter	<b>No Activity Report</b> (List of terminated or current employees with accounts with no activity for nine months. Sent to SBO for possible termination from the plan.)	Monthly	2 business days following end of prior month
Pre Tax Commuter	<b>Forfeiture Report</b> (List of participants who have had no activity for twelve months and the amount that may be forfeited back to the plan.)	Monthly	2 business days following end of prior month

## APPENDIX O

### DATA FILE DESCRIPTIONS AND LAYOUTS

**NOTE: Data files must be deposited or retrieved from the State of Delaware SFTP server.**

1. **Fleet Link** - The vendor receives an excel spreadsheet on a monthly basis from Fleet Link. It includes the vanpool number, rider's first and last name, employee ID, and monthly payroll deduction. The specific date is developed around the payroll cycle (refer to Appendix R, *PTC Payroll Deduction Coverage Schedule*). The vendor then returns a monthly report of the actual amount that is withheld. This may be different due to unpaid leave and other reasons if the funds are not available as requested.

**Please see the following documents for Numbers 2 to 7:**

2. **PTC Deduction File from Vendor - Decptin.dat** – This file contains employee pre-tax commuter requesting deduction amounts for the pay period as supplied by the vendor. Frequency – biweekly.
3. **PTC Deduction File to Vendor - Decptout.dat** – This file represents the pre-tax commuter deductions taken from employees in a pay period. Frequency – biweekly.
4. **FSA Enrollee File to Vendor - Delfsa.dat** – This file is used to provide vendor with FSA enrollee benefit, personnel, and deduction data. Frequency – biweekly. Additionally, a special file of all eligible employees is sent to the vendor twice a year for Open Enrollment preparation and conclusion.
5. **PTC Eligibility File to Vendor - tra\_elig.txt** – This file is used to capture new hires eligible for PTC. Frequency – biweekly. (If there is an online enrollment for FSA new hires, this file could be used for both programs.)
6. **FSA Benefit Card (DBN110)** – Run twice a year for all card holders to inform vendor what insurance plans cardholders have, such as vision and/or dental.
7. **Discrimination File Layout (DBN109)** – Used three times per year for the required FSA analysis: December for a calendar year basis, December with specific date parameters as needed, and July for mid-calendar-year.

## File definition for decptin.dat

### General Information

- ❖ File Description – Commuter Pretax input file from vendor.
- ❖ Use(s) – File contains employee commuter pretax deduction amounts for the pay period as supplied by the vendor.
- ❖ File type – ASCII
- ❖ File Media – SFTP Server

### File Layout

<b>State of Delaware Payroll Deduction File Specs</b>				
(Records to be fixed width. Data to be all caps with commas and periods removed.)				
<b>Header Record:</b>				
Description	Start Position	End Position	Length	Comments
Record-Type	1	1	1	1 =(Header Record)
File-Create-Date	2	11	10	YYYY-MM-DD – Not an action item
Pay-End-Date (ML name "Bill To" Date)	12	21	10	YYYY-MM-DD
File-Source	22	27	6	"_____"
File-Description	28	77	50	"VENDOR Payroll Deduction File"
Fill	78	80	3	Blank
<b>Detail Record:</b>				
Description	Start Position	End Position	Length	Comments
Record-Type	1	1	1	2 = (Detail Record)
Emplid	2	7	6	Employee ID
SSN-Last4	8	11	4	last 4 digits of the National Id (SSN)
Deduction Code	12	17	6	Unique deduction code
Amount-To-Deduct	18	27	10	Pic '-----9v99' assumed decimal. Unique deduction code amount.
Fill	28	80	53	Blank
<b>Trailer Record:</b>				
Description	Start Position	End Position	Length	Comments
Record-Type	1	1	1	3 = (Trailer Record)
Total-Detail-Record-Count	2	8	7	Pic '9999999' no decimal
Fill	9	80	72	Blank

# decptout.dat

## General Information

- ❖ File Description – DE commuter pretax deductions taken from employees in a pay period.
- ❖ Use(s) – Used to communicate, to the CPT vendor, the amount of monies taken from an employee in a pay period
- ❖ File type – ASCII.
- ❖ File Media – SFTP Server.
- ❖ File Availability – File will be available to the vendor no later than 1200 hrs on the day following the day on which the “Confirm Process”, for the pay period being reported, is complete. Normally this will be on Tuesday, “Day 1” of the Delaware two week pay cycle.

## File Layout

<b>Header Record:</b>				
<b>Description</b>	<b>Start Position</b>	<b>End Position</b>	<b>Length/Type (Char or Num)</b>	<b>Comments</b>
Record-Type	1	1	Char 1	“1”
Filler	2	11	Char 10	Blanks
Pay-End-Date	12	21	Char 10	YYYY-MM-DD (Pay end date for the cycle in which the deductions were taken)
File-Source	22	27	Char 6	“SOD “
File-Description	28	77	Char 50	“DE CPT - Deductions taken”
Filler	78	80	Char 3	Blank
<b>Detail Record:</b>				
<b>Description</b>	<b>Start Position</b>	<b>End Position</b>	<b>Length/Type (Char or Num)</b>	<b>Comments</b>
DTL-Record-Type	1	1	Char 1	“2”
DTL-DEDCD	2	7	Char 6	
DTL-Emplid	8	13	Char 6	Employee ID
DTL-Amount-Deducted	14	24	Num 10	Pic '-----9v99' assumed decimal. Floating negative sign (if applicable) No “\$” included
Filler	25	80	Char 57	Blanks
<b>Trailer Record:</b>				
<b>Description</b>	<b>Start Position</b>	<b>End Position</b>	<b>Length/Type (Char or Num)</b>	<b>Comments</b>
Record-Type	1	1	1	“3”
Total-Detail-Record-Count	2	8	7	Pic '9999999' no decimal. Total number of detail records
Filler	9	80	72	Blank

## File definition for DELFSA.DAT

### General Information

- ❖ Acronym – Delaware Flexible Spending Account
- ❖ Use(s) – Used to provide vendor with FSA enrollee benefit, personnel, and deduction data.
- ❖ File type – ASCII
- ❖ File Media – Data File on Delaware SFTP Server
- ❖ File Availability – File will be available bi-weekly.

### File Layout

<b>Detail Record:</b>				
<b>Field Name</b>	<b>Start Position</b>	<b>End Position</b>	<b>Length/Type (Char or Num)</b>	<b>Comments</b>
NAMES.FIRST_NAME	1	30	30	Character / Initcap
NAMES.LAST_NAME	31	60	30	Character / Initcap
PERS_DATA_EFFDT.SEX	61	61	1	Number '1' = male, '2' = female If the gender is unknown then default to '1' = Male
EMPLOYMENT STATUS	62	63	2	Number '01' = active, '04' = terminated
JOB.DEL_NUM_PAYS	64	65	2	Number
JOB.EMPLID_SSN	66	75	10	Number
JOB.DEPTID	76	84	9	Character
FSA_BENEFIT. COVERAGE_BEGIN_DT	85	92	8	MMDDCCYY
ADDRESSES.ADDRESS1	93	147	55	Character
ADDRESSES.ADDRESS2	148	202	55	Character
ADDRESSES.CITY	203	232	30	Character
ADDRESSES.STATE	233	238	6	Character
ADDRESSES.POSTAL	239	248	10	Number
FSA_BENEFIT. PLAN_TYPE	249	250	2	Character
FSA_BENEFIT. ANNUAL PLEDGE	251	257	4.2	Medical Care, Dependent Care Number Format mask 9999.99
PAY_DEDUCTION. DED_CUR	258	264	4.2(CSR-1263: increase to 4.2)	Medical Care, Dependent Care Number Format mask 999.99/chg to 9999.99 for CSR-1263
EMPLOYMENT. TERMINATION_DT	2 65	272	8	MMDDCCYY

# hr\_rpl.dat

## General Information – DHR944

- ❖ Acronym – Eligibility file for **Pre Tax Transportation Vendor** – Outbound file with an asofdate
- ❖ Use(s) – Vendor will use this full file of eligible State employees on a schedule basis
- ❖ File type – Carot delimited (^) .txt file
- ❖ File Media – Data File on Delaware SFTP Server
- ❖ File Availability – File will be available to the vendor on Wednesday nights after the bi-weekly Pay Confirm process through the PDHRPCON schedule.

## File Layout

Detail Record:		
Description	Length/Type (Char or Num)	Comments
EMPLID + last 4 digits of SSN	Char 10	EMPLID + last 4 digits of SSN combine to a length of 10
Last Name	Char 30	Initcap
First Name	Char 30	Initcap
Middle Initial	Char 1	Uppercase
Address Line 1	Char 55	
Address Line 2	Char 55	
Address Line 3	Char 55	
City	Char 30	
State	Char 2	Uppercase
Zip Code	Char 9	All numbers, No dashes
Birth Date	Char 10	This field will be written to the flat file in mm/dd/yyyy format
Gender	Char 1	Uppercase, M, F, or U= Unknown
Location	Char 10	
Empl_Class	Char 1	
Empl Record	Numeric 2	
Department ID	Numeric 9	
Del_Num Pays	Numeric 2	Value = 22 or 26
Del_Empl_Mos	Numeric 2	Value = 10,11 or 12
Std_Hours	Numeric 4.2	Example : 18.75
Multiple Job Indicator	Char 1	M will be annotated only if the employee has multiple job rows. For single job employee, there will be no M.
Original Hire Date	Char 10	This field will be written to the flat file in mm/dd/yyyy format
	Total Spaces 329.2	

## DBN110 – FSA Benefit Card

### Summary:

This program is a clone of DBN098 and selects employees who are enrolled in Plan Type 60. For these employees, all detail for plan types like '1%', 21, 31, 60 & 61 are reported.

### Flat File:

Delimited flat file format

Flat File Output		
Output Description and Other Information		
DBN110 – FSA Benefit Card		
File Name	Delimiter	Retention (Number of Runs to keep)
<b>dbn110.csv</b>	,	<b>0</b>
File Disposition		
Output will be picked up by the vendor from the FTP server. File will be extracted from Process Monitor by the user  Other – State specifics		
Header Record		
Field Name	Comments	
Emplid		
Deptid		
Dept Name		
First Name		
Middle Initial/Name		
Last Name		
Address 1		
Address 2		
City		
State		
Zip		
Plan Type 10		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 11		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 12		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 13		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 14		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 1Y		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 1Z		
Covrg_cd	Descr is based on the covrg_cd in benefits_data record.	
Plan Type 21		



## DBN109 – FSA Non-Discrimination Test

### Summary:

This program selects all FSA-eligible employees based on Plan Year (PY), Mid Year (MY) or Calendar Year (CY) and reports emplid, empl type, total compensation, birth date, hire date, pre-tax deductions, and annual pledge amounts for plan types 60 (FSA Health Care) and 61 (FSA Dependent Care). This report is sent to the vendor to see if we are unknowingly limiting participation.

This file is run three times per year (December=CY, December=PY (with different date parameters) and July=MY)

### Flat File:

Delimited flat file format

Flat File Output		
Output Description and Other Information		
DBN109 FSA Non-Discrimination Test		
File Name	Delimiter	Retention (Number of Runs to keep)
<b>dbn109.csv</b>	,	<b>0</b>
File Disposition		
Output will be picked up by the vendor from the SFTP server. File will be extracted from Process Monitor by the user		
Header Record		
Field Name	Comments	
EEID	Emplid	
MYRC	Total compensation for current plan year, decimal format	
PMRYC	Total compensation for previous plan year, decimal format	
PCTOWN	% company owned by employee	
OFFICER	As defined – a person who has policy-making decisions	
SPOUSEID	Unique identifier of the employee's spouse who works for the same employer (We will send BLANK)	
PARENTID	Unique identifier of the employee's parent who works for the same employer (We will send BLANK)	
DOB	MM/DD/YYYY	
DOH	MM/DD/YYYY	
ELIG	Y or N	
PREM	Annual amount of pre-tax contributions for insurance premiums, decimal format	
HCFSA	Annual Health Care FSA contribution election, decimal format	
DCFSA	Annual Dependent Care FSA contribution election, decimal format	
Detail Record:		
Field Name	Comments	
JOB.EMPLID		
MYRC	PY file = max row JOB.DEL_ANNUAL_RT	

	<p><b>FY</b> file = EARNINGS_BAL.GRS_YTD X 2 for all earnings codes not like 'O%' and 'D%'</p> <p><b>CY</b> file = EARNINGS_BAL.GRS_YTD for all earnings codes not like 'O%' and 'D%'</p>
PMRYC	<b>PY, FY, CY</b> = Year – 1 entered on run control, EARNINGS_BAL.GRS_YTD for all earnings codes not like 'O%' and 'D%'
PCTOWN	BLANK
OFFICER	Y = any emplids listed on run control BLANK = all others
SPOUSEID	BLANK
PARENTID	BLANK
PERSON.BIRTHDATE	MM/DD/YYYY
JOB.LAST_HIRE_DT	Or PER_ORG_INST.ORIG_HIRE_DT if no last_hire_dt on Job, MM/DD/YYYY
ELIG	N=For the following: JOB.STD_HRS < 30 Else Y
PREM	<p><b>PY</b> file = Year – 1 entered on run control DEDUCTION_BAL.DED_MTD for balance period 12 X 12 for all DED_CLASS = B, where Plan_Type not like '4%'</p> <p><b>FY</b> file = DEDUCTION_BAL.DED_YTD X 2 for all DED_CLASS = B, where Plan_Type not like '4%'</p> <p><b>CY</b> file = DEDUCTION_BAL.DED_YTD for all DED_CLASS = B, where Plan_Type not like '4%'</p>
BENEFITS_DATA.ANNUAL_PLEDGE	For Year on Run Control, for Plan_Type = 60
BENEFITS_DATA.ANNUAL_PLEDGE	For Year on Run Control, for Plan_Type = 61
<b>Trailer Record: N/A</b>	
<b>Field Name</b>	<b>Comments</b>

## APPENDIX P

### ACCOUNT MANAGEMENT SURVEY

#### *Account Management Team Survey*

*(Vendor)*

For Reporting Period: FY \_\_\_\_\_ Quarter : \_\_\_\_\_  
Completed by: SBO Vendor Management Team

The Vendor Management Team of the Statewide Benefits Office is using this tool to evaluate the Account Management Team of (vendor) in serving as a provider of [program name, i.e., *Flexible Spending Account and Pre Tax Commuter Benefit Programs, COBRA Administrative Services*] for the State of Delaware.

**Knowledge:** Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree				Strongly Disagree	For any "1" or "2" responses, please provide specific comments in the area below
	5	4	3	2	1	
1. Understands your benefits plan	<input type="checkbox"/>	_____				
2. Understands your business needs. Meets with you to establish needs and service expectations.	<input type="checkbox"/>	_____				
3. Understands your service expectations. Develops a business plan that incorporates the agreed upon needs and expectations.	<input type="checkbox"/>	_____				
4. Displays knowledge regarding [flexible spending account(s) and pre-tax commuter benefit, COBRA] products and services	<input type="checkbox"/>	_____				
5. Clearly explains your report results	<input type="checkbox"/>	_____				

Average Rating \_\_\_\_\_

**Professionalism:** Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree				Strongly Disagree	
	5	4	3	2	1	For any "1" or "2" responses, please provide specific comments in the area below
6. Actively listens to and acknowledges your issues and concerns	<input type="checkbox"/>	_____				
7. Provides appropriate verbal communication	<input type="checkbox"/>	_____				
8. Provides appropriate written communication	<input type="checkbox"/>	_____				
9. Works with you to develop a positive working relationship	<input type="checkbox"/>	_____				

Average Rating \_\_\_\_\_

**Proactive Management:** Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree				Strongly Disagree	
	5	4	3	2	1	For any "1" or "2" responses, please provide specific comments in the area below
10. Actively monitors your account and interacts with you in a frequency that meets your needs	<input type="checkbox"/>	_____				
11. Communicates potential problems/issues	<input type="checkbox"/>	_____				
12. Provides viable alternative solutions that meet your business needs	<input type="checkbox"/>	_____				
13. Manages and understands system requirements and their effect on your business	<input type="checkbox"/>	_____				
14. Sets realistic expectations regarding turn-around time	<input type="checkbox"/>	_____				

Average Rating \_\_\_\_\_

**Accessibility:** Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree				Strongly Disagree	
	5	4	3	2	1	For any "1" or "2" responses, please provide specific comments in the area below
15. Available to you on a timely basis	<input type="checkbox"/>	_____				
16. Allocates appropriate time when meeting with you	<input type="checkbox"/>	_____				
17. Demonstrates flexibility with regard to schedule changes	<input type="checkbox"/>	_____				
18. Provides/communicates alternate contacts in the event of their absence	<input type="checkbox"/>	_____				
19. Advises you of schedule limitations upon contact for meetings, conference calls, projects etD.	<input type="checkbox"/>	_____				
Average Rating						_____

**Responsiveness:** Indicate the extent to which you agree that your Account Management Team:

	Strongly Agree				Strongly Disagree	
	5	4	3	2	1	For any "1" or "2" responses, please provide specific comments in the area below
20. Responds to your inquiries in a timely manner	<input type="checkbox"/>	_____				
21. Provides thorough responses to your inquiries	<input type="checkbox"/>	_____				
22. Follows-through regarding outstanding problems/issues/items	<input type="checkbox"/>	_____				
23. Solicits the assistance of product experts when needed	<input type="checkbox"/>	_____				
Average Rating						_____
Overall Average Rating						_____

**Please include any other comments or suggested action steps:**

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## APPENDIX Q

### FEE QUOTE

**Directions:**

1. Please complete the following fee tables. Input cells are highlighted in yellow:
  
2. Fees for each of the five (5) years must be included. Fees should include all program administration services outlined in this request for proposal. The rate caps for optional years four and five must be expressed in a percentage as an increase from the previous year. For example, a rate cap of 3% in Year 4 would be calculated from Year 3's rate. If the increase is contracted for 2%, then the rate for Year 4 is calculated from Year 3 plus 2%, not 3%. Any special fees or charges of any kind for services or supplies that will not be covered must be described and disclosed on this form.
  
3. In providing fee estimates please keep in mind the following:
  - Please use the transaction volumes and enrollment data provided in Section I.C and in Appendix L for your calculations;
  - Any set-up fees to transfer records from the current vendor's system and/or manual records to your recordkeeping system should be listed; and
  - Fees must include the cost of a toll-free customer service number, routine faxes, printing of notices, and first class mailing for notices and monthly COBRA premium billings. The State will not pay for itemized costs of these routine services.

#	Question	Response
1.	Please confirm your understanding that the SEBC may or may not elect to contract for the optional services requested and identified as such on bidders' responses to Appendix Q.	
2.	For any additional optional services you described in the questionnaire section, include any costs for those services in the fee tables below.	
3.	Please confirm that COBRA fees are payable at the end of a 30-day grace period.	
4.	Are your fees for administering a limited purpose HCFSA different from your fees for administering a "general purpose" HCFSA? If so, please populate a second form 2a for your limited purpose HCFSA pricing and title accordingly.	
5.	In the event of cancellation of the Contract, confirm that you guarantee a post-termination administrative fee of no more than your last month's monthly fee. Additionally, confirm that the transfer of all records to the State or the successor administrator within thirty (30) days of termination in a form that is acceptable to the successor administrator will be at no cost. If not, please so indicate and describe in the fee tables below.	
6.	Please confirm the implementation allowance/credit amount.	
7.	Please confirm that upon a HDHP subscriber's activation of their HSA, there is no additional fee for the vendor to issue at least one (1) HSA debit card to the member.	

**Fee Table 1: COBRA Administration**

#		Frequency	Current	Year 1 Mature	Year 2	Year 3	Optional Year 4	Optional Year 5	Comments
1	<b>Participation Assumptions</b>								
2	COBRA Participant Count	n/a	Subscribers- 72 Dependents- 89						Enrollment as of 12/5/2018
3	Total Employees enrolled in the health plan	n/a	72						
4	Total Employees also enrolled in other coverages	n/a	Dental- 60 Vision- 56 Direct Pay (Diamond State Port)- 11 <sup>1</sup>						
5	<b>Set-Up</b>								
6	One Time Set-up Fee	Annual	n/a	n/a	n/a	n/a	n/a	n/a	Vendor will be responsible for any costs associated with implementation. The State will not pay implementation fees before the effective date of the contract.
7	<b>Monthly COBRA Service Fees</b>								
8	PEPM Admin Fee	PEPM	n/a						
9	Other #1 (Specify)	PEPM	n/a						
10	Other #2 (Specify)	PEPM	n/a						
11	Other #3 (Specify)	PEPM	n/a						
12									
13	<b>Total COBRA Admin Cost</b>								
14	Total Monthly Fee	PEPM	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
15	Total Annual Cost	Annual	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16	Dollar Change				\$0.00	\$0.00	\$0.00	\$0.00	
17	Percent Change				0.0%	0.0%	0.0%	0.0%	
18									

<sup>1</sup> Direct Pay (Diamond State Port) counts include Medicare eligible retirees, non-Medicare eligible retirees and survivors

*(table continues on next page)*

**Fee Table 1: COBRA Administration (continued)**

		Frequency	Year 1 Mature	Year 2	Year 3	Optional Year 4	Optional Year 5	Comments
20								
21	<b>Other COBRA Ad Hoc Fees</b>							
22	COBRA Takeover Continuant Fee							
23	Monthly COBRA Invoice							
24	COBRA Rights Notice							
25	COBRA Notice and Plan Alternatives							
26	COBRA General Invoice							
27	COBRA Expiration Notice							
28	Guaranteed Rate							
29	Retro COBRA General Notice							
30	Eligibility Requirements							
31	Qualifying Event Election Notice							
32	Late Premium Payment, including Grade Period Notice							
33	Termination Notice							
34	Annual Enrollment Materials							
35	Carrier Eligibility Reporting							
36	Ad Hoc Reporting							
37	Other Fees (specify)							
38								
39	<b>Direct Bill (Diamond State Port)</b>							
40	PEPM Admin Fee							
41	Send Direct Bill Invoice							
42	Retiree Conversion Form							
43	Other Fees (specify)							

**Fee Tables 2a and 2b: FSA and PTC Administration**

**Table 2a: FSA Administration**

#		Frequency	Current	Year 1 Mature	Year 2	Year 3	Optional Year 4	Optional Year 5	Comments
1	<b>Participation Assumptions</b>								
2	Health Care FSA (HCFSA) only	n/a	5,240						Enrollment as of 12/5/2018 for 1/1/2019
	Dependent Care FSA (DCFSA) only	n/a	252						
3	Both HCFSA and DCFSA	n/a	6,113						
4	<b>Set-Up</b>								
5	One Time Set-up Fee	Annual	n/a	n/a	n/a	n/a	n/a	n/a	Vendor will be responsible for any costs associated with implementation. The State will not pay implementation fees before the effective date of the contract.
6	<b>Monthly FSA Fees (paid by the State)</b>								
7	1 Account (either HCFSA or DCFSA)	PPPM	n/a						
8	2 Accounts (both)	PPPM	n/a						
9	Communications (PPPM)	PPPM	n/a						
10	Discrimination Testing (PPPM)	PPPM	n/a						
11	Other #1 (specify)	PPPM	n/a						
12	Other #2 (specify)	PPPM	n/a						
13	Other #3 (specify)	PPPM	n/a						
14	<b>Total FSA Admin Cost</b>								
15	Total Monthly Fee	PPPM	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16	Total Annual Cost	Annual	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17	Dollar Change				\$0.00	\$0.00	\$0.00	\$0.00	
18	Percent Change				0.0%	0.0%	0.0%	0.0%	
19									
20	Comment on impact to above quoted PPPM fees if enrollment increases by 5%, 10%, 15%.								
21	<b>Monthly FSA Fees (paid by participants)</b>								
22	Debit Card (for 12-month plan year)	Annual	n/a						
23	Debit Card (for "short" 6-month plan year)	Annual	n/a		n/a	n/a	n/a	n/a	

**Table 2b: PTC Administration**

#		Frequency	Current	Year 1 Mature	Year 2	Year 3	Optional Year 4	Optional Year 5	Comments
1	<b>Participation Assumptions</b>								
2	Direct-Pay Parking by Vendor	n/a	324						Enrollment as of 12/5/2018 for 1/1/2019
3	Fleet Link/Vanpool	n/a	193						
4	Parking	n/a	33						
5	DART	n/a	12						
6	SEPTA	n/a	5						
7	<b>Set-Up</b>								
8	One Time Set-up Fee	Annual	n/a	n/a	n/a	n/a	n/a	n/a	Vendor will be responsible for any costs associated with implementation. The State will not pay implementation fees before the effective date of the contract.
9	<b>Monthly PTC Fees</b>								
10	<b>Monthly Administration Fee</b> (show w/ vendor handling the check, EOB, and direct deposit)	PPPM	n/a						
11	<b>Reporting</b> (per standard reports listed within Appendix N)	PPPM	n/a						
12	Other #1 (specify)	PPPM	n/a						
13	Other #2 (specify)	PPPM	n/a						
14	Other #3 (specify)	PPPM	n/a						
15	<b>Total PTC Admin Cost</b>								
16	Total Monthly Fee	PPPM	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17	Total Annual Cost	Annual	n/a	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18	Dollar Change				\$0.00	\$0.00	\$0.00	\$0.00	
19	Percent Change				0.0%	0.0%	0.0%	0.0%	

**Fee Table 3: HSA Administration**

Please provide your fees based on the following enrollment tiers:

- 1) 0 – 500 accountholders
- 2) 500 – 999 accountholders
- 3) 1,000 – 2,499 accountholders
- 4) 5,000 – 9,999 accountholders

#		Frequency	Year 1				Comments
			Tier 1	Tier 2	Tier 3	Tier 4	
1	<b>Participation Assumptions</b>						
2	Health Savings Account participants	n/a					
3	<b>Set-Up</b>						
4	One Time Set-up Fee	Annual	n/a	n/a	n/a	n/a	Vendor will be responsible for any costs associated with implementation. The State will not pay implementation fees before the effective date of the contract.
5	<b>Monthly HSA Fees (paid by the State)</b>						
6	HSA Administration Fee	PPPM					
7	Other #1 (specify)	PPPM					
8	Other #2 (specify)	PPPM					
9	Other #3 (specify)	PPPM					
10	<b>Total HSA Admin Cost</b>						
11	Total Monthly Fee	PPPM	\$0.00	\$0.00	\$0.00	\$0.00	
12	Total Annual Cost	Annual	\$0.00	\$0.00	\$0.00	\$0.00	
13	Dollar Change			\$0.00	\$0.00	\$0.00	
14	Percent Change			0.0%	0.0%	0.0%	

*(table continues on next page)*

15	Monthly HSA Fees (paid by participants)	Frequency	Year 1				Comments
			Tier 1	Tier 2	Tier 3	Tier 4	
16	Check transaction						
17	Non-sufficient funds						
18	ATM withdrawal						
19	Bank teller withdrawals						
20	Monthly investment						
21	Paper statements						
22	Check copy						
23	Check replacement						
24	Check stop payment						
25	Debit card replacement						
26	Outbound trustee transfer						
27	Excess contribution return						
28	Mistaken distribution return						
29	Separated participant fee (has HSA but disenrolled from HDHP)						
30	Account closing						
31	Member decision support tools (e.g., plan modeler, treatment cost estimator)						
32	Other (specify)						

## APPENDIX R

### PTC PAYROLL DEDUCTION COVERAGE SCHEDULE

<h1 style="margin: 0; font-size: 2em;">Deduction Coverage Schedule</h1> <p style="margin: 0; font-size: 1.2em; color: #c8e6c9;">Pre-Tax Commuter Elections</p>		
If Election Date is...	Deductions will be Taken...	For Benefit Coverage in...
November 16 to December 15	Mass Transit participants, first paycheck in <b>January</b> All other participants, first two paychecks in <b>January</b>	<b>February</b>
December 16 to January 15	Mass Transit participants, first paycheck in <b>February</b> All other participants, first two paychecks in <b>February</b>	<b>March</b>
January 16 to February 15	Mass Transit participants, first paycheck in <b>March</b> All other participants, first two paychecks in <b>March</b>	<b>April</b>
February 16 to March 15	Mass Transit participants, first paycheck in <b>April</b> All other participants, first two paychecks in <b>April</b>	<b>May</b>
March 16 to April 15	Mass Transit participants, first paycheck in <b>May</b> All other participants, first two paychecks in <b>May</b>	<b>June</b>
April 16 to May 15	Mass Transit participants, first paycheck in <b>June</b> All other participants, first two paychecks in <b>June</b>	<b>July</b>
May 16 to June 15	Mass Transit participants, first paycheck in <b>July</b> All other participants, first two paychecks in <b>July</b>	<b>August</b>
June 16 to July 15	Mass Transit participants, first paycheck in <b>August</b> All other participants, first two paychecks in <b>August</b>	<b>September</b>
July 16 to August 15	Mass Transit participants, first paycheck in <b>September</b> All other participants, first two paychecks in <b>September</b>	<b>October</b>
August 16 to September 15	Mass Transit participants, first paycheck in <b>October</b> All other participants, first two paychecks in <b>October</b>	<b>November</b>
September 16 to October 15	Mass Transit participants, first paycheck in <b>November</b> All other participants, first two paychecks in <b>November</b>	<b>December</b>
October 16 to November 15	Mass Transit participants, first paycheck in <b>December</b> All other participants, first two paychecks in <b>December</b>	<b>January</b>